



TRAVIS COUNTY COMMISSIONERS COURT

Travis County
Administration Building
Commissioners Courtroom
700 Lavaca Street
Austin, TX 78701

Andy Brown
County Judge

Jeffrey W. Travillion, Sr.
Commissioner
Precinct 1

Brigid Shea
Commissioner
Precinct 2

Ann Howard
Commissioner
Precinct 3

George Morales
Commissioner
Precinct 4

AGENDA

VOTING SESSION • TUESDAY, AUGUST 4, 2026 • 9:00 AM

This meeting may include one or more members of the Commissioners Court that will participate by videoconference. The presiding officer and a quorum of the Court will be physically present and it is their intent to preside over the meeting at the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, Austin, Texas 78701. The meeting shall be open to the public during the open portions of the meeting, and the member participating by videoconference shall be visible and audible to the public for as long as the member participates while speaking.

Members of the public may comment before the Commissioners Court on any item listed on this agenda when the item is taken up, either by appearing in person or by registering in advance during the online registration period using this link: <https://d3tzviz1rxkinl.cloudfront.net/>
Individuals who wish to call in using the advance online registration must provide a working telephone number to be contacted by County staff.

During the Public Communication portion of the meeting, members of the public may address the Court on County-related issues not listed on the agenda. As with agenda items, participants must register online in advance to participate remotely or register in person on the day of the meeting.

During Public Communication, County Announcements, or any other subject not specifically noticed on this agenda, the Court cannot deliberate; Court members may interact only by providing factual information or recite existing policy in response to an inquiry. Discussion about the subject of the inquiry must be restricted to proposing the subject be placed on a future meeting's agenda.

For additional details on public participation visit: <https://www.traviscountytx.gov/commissioners-court>

The public may also view this meeting while in progress online at either of the following:

<https://traviscountytx.gov/tctv/watch>
<https://traviscotx.civicclerk.com/web/home.aspx>

An electronic copy of the agenda and agenda packet can be found at:

<https://traviscotx.civicclerk.com/web/home.aspx>

For press inquiries, please email PIO@traviscountytx.gov or call (512) 854-8740.

CALL TO ORDER

PUBLIC COMMUNICATION

COUNTY ANNOUNCEMENTS

AUDITOR

1. Approve payment of claims by the County Treasurer. (Judge Brown)

EMERGENCY SERVICES

2. Consider and take appropriate action regarding the following:
 - A. Outdoor burning in the unincorporated areas of Travis County
 - B. County response to natural disaster or other emergencies, including but not limited to necessary measures and actions related to the disaster or emergency, including Travis County's response, operations, policies, emergency assistance, agreements, preparedness for future flood events and other disasters, and measures necessary to preserve public health and safety and rehabilitation of property, and applicable orders, declarations or resolutions, and authorization for expenditure of funds and contracts related to disaster response, preparedness and recovery efforts
(Judge Brown)
3. Consider and take appropriate action on disaster-related projects and allocation of disaster emergency response reserve funds. (Judge Brown & Commissioner Shea)

HEALTH & HUMAN SERVICES

4. Consider and take appropriate action to approve the 2026 Work-based Learning/Summer Youth Employment Program Interlocal agreement between the City of Austin and Travis County Health & Human Services. (Judge Brown & Commissioner Morales)
5. Consider and take appropriate action to approve the final version of the CDBG/HOME PY26 Action Plan including final plan revisions and public comments received; authorize the County Judge to sign the Action Plan certifications, SF-424, and HUD-424-B; and authorize staff's submission of the final PY26 Action Plan to HUD. (Judge Brown)
6. Consider and take appropriate action to approve the final version of the substantial amendments to the PY24-28 Consolidated Plan, the PY24 Action Plan and the PY25 Action Plan, and authorize staff's submission of the final substantial amendments to HUD. (Judge Brown)

TRAVIS COUNTY COMMISSIONERS COURT VOTING SESSION
TUESDAY, AUGUST 4, 2026

7. Consider and take appropriate action to approve a modification to a Professional Services Subaward with Ascension Seton, Contract No.4600000841, for the provision of Hospital-Based Violence Intervention Services. (Judge Brown)
8. Consider and take appropriate action to approve the Fiscal Year 2027–2029 Travis County Urban County requalification (renewal) cooperation agreements with the Cities of Bee Cave, Creedmoor, Lago Vista, Lakeway, Manor, Sunset Valley, and West Lake Hills and the Villages of San Leanna and Webberville; approve the required HUD Form 424-B, Assurances and Certifications, and the completed Urban County requalification package; authorize the County Judge to execute the cooperation agreements and HUD Form 424-B; and authorize the CDBG Office to submit the completed package to the U.S. Department of Housing and Urban Development, as required by CPD Notice 26-08. (Judge Brown)
9. Consider and take appropriate action to approve a Memorandum of Understanding (MOU) with the Housing Authority of Travis County (HATC) for the HOME downpayment assistance (DPA) program, a HUD-funded program. (Judge Brown)
10. Consider and take appropriate action to approve the HOME Investment Partnership (“HOME”) Program policies and procedures. (Judge Brown)
11. Consider and take appropriate action to approve a request from the Travis County Facilities Corporation (TCFC), a Texas public facility corporation (PFC) created by the Housing Authority of Travis County (HATC), for an extension on the HHS 18-month construction notice-to-proceed (NTP) requirement relating to a resolution approved on July 22, 2025, for the multifamily development project: The Grandview 620 Apartments. (Judge Brown)

INTERGOVERNMENTAL RELATIONS

12. Consider and take appropriate action on the following grant Letters of Intent, contracts and related special budgets, and permissions to continue:
 - A. Award Amendment for the Fiscal Year 2025 Low-Income Home Energy Assistance Act within Health and Human Services
 - B. Any other necessary grant applications, letters of support or grant awards attached to Commissioners Court backup for this Agenda item (Judge Brown)
13. Consider and take appropriate action on the appointment of Alexandra Lewis to the Austin Travis County Food Policy Board to fill the unexpired term of Andy Smith through February 28, 2031. (Commissioner Morales)

14. Consider and take appropriate action to approve the appointment of Amanda Wadsworth to the Austin Travis County Food Policy Board. (Judge Brown)

PLANNING & BUDGET

15. Authorize the County Treasurer to invest County funds. (Judge Brown)
16. Consider and take appropriate action on budget amendments, transfers and discussions items, including but not limited to the following listed items, and any other necessary budget amendments and transfers attached to Commissioners Court backup for the Agenda item:
 - A. Request by Transportation and Natural Resources to establish a new budget of \$1,311,528, comprised of \$1,231,186 in the General Fund (0001) for revenue related to the sale of a property and for tree mitigation and \$80,342 in the Subdivision Parkland Fund (5000) for Parkland Fees
 - B. Request from Health and Human Services to establish a new budget in Afterschool Youth Enrichment Fund (0149) of \$2,860 for revenue received by Health and Human Services related to the AmeriCorps Formula Grant for the CAPITAL AmeriCorps Project
 - C. Request from the Planning and Budget Office to use \$7,500 of existing internal departmental resources within the General Fund for the purchase of food, beverage, venue and other related costs associated with events connected to the Palm School Community Engagement Plan
 - D. Request from Transportation & Natural Resources (TNR) to transfer \$426,469.83 for the third quarter of Fiscal Year 2026 in Lower Colorado River Authority (LCRA) park fees to the General Fund (0001), representing net park fees as included in the annual revenue estimate provided by the County Auditor's Office
 - E. Request from the Community Legal Services (CLS) Department to transfer \$1,802,289, which is \$302,289 above a \$1,500,000 Earmark against the Allocated Reserve, to CLS Legally Mandated Fees (Department 189) to cover anticipated legally mandated fees for indigent criminal defense for the remainder of Fiscal Year 2026
 - F. Request from Pretrial Services to transfer \$476,197 from a \$500,000 Earmark against the Allocated Reserve to cover anticipated expenditures for court mandated Electronic Monitoring Devices for the remainder of Fiscal Year 2026
(Commissioner Shea)
 - G. Request from Health and Human Services to Use \$665.75 of Existing Internal Departmental Resources to Purchase Food and Beverages for the Austin's Colony Information Gathering Event

PURCHASING

17. Receive bids from County Purchasing Agent. (Commissioner Travillion)
18. Approve contract award for Ledgestone Terrace at Pen Creek Tributary Drainage Improvements Project, IFB No. 195-GC, in the amount of \$1,150,654.00, to the lowest responsive bidder, Packsaddle Management, L.L.C. (Transportation & Natural Resources) (Commissioner Travillion)
19. Approve Modification No. 3 to Contract No. 4400007851 with Johnson, Mirmiran & Thompson, Inc., in the amount of \$126,328.53, for Substandard Road Project – Lago Ranchos. (Transportation & Natural Resources) (Commissioner Travillion)
20. Approve termination of Agreement No. 4400003272 with GE Precision Healthcare, LLC, for equipment and services of the Revolution EVO CT Scanner. (Medical Examiner's) (Commissioner Travillion)
21. Approve Change Order No. 3 with Sundt Construction, in the amount of \$159,734.50, for Balcones Canyonland Preserve Maintenance. (Transportation and Natural Resources) (Commissioner Travillion)

TECHNOLOGY & OPERATIONS

22. Consider and take appropriate action on the following Personnel Amendments:
 - A. Routine Personnel Actions
 - B. Non-Routine Personnel Actions
(Commissioners Travillion & Morales)

TRANSPORTATION & NATURAL RESOURCES

23. Approve setting a public hearing on September 1, 2026, to receive comments regarding a request for a Total Plat Cancellation of the Paleface Ranch Section 2B, Amended Plat of Lots 7 & 8, Block A, a subdivision in Precinct Three. (Commissioner Howard)
24. Receive a briefing regarding the Transportation & Natural Resources Capital Improvement Program Quarterly Update. (Commissioners Travillion & Shea)
25. Consider and take appropriate action on the Fiscal Year 2025 Travis County Sustainability Report. (Commissioners Shea and Howard)

TRAVIS COUNTY COMMISSIONERS COURT VOTING SESSION
TUESDAY, AUGUST 4, 2026

26. Consider and take appropriate action to approve work orders for research and professional services as provided in the multi-year Interlocal Agreement between Travis County and The University of Texas at Austin previously approved by the Commissioners Court on December 16, 2025. (Judge Brown)

OTHER

27. Consider and take appropriate action on board and committee assignments and appointments for Commissioners Court members. (Judge Brown)
28. Approve the minutes for the July 7, July 14, July 21, and July 28, 2026, Voting Sessions. (Judge Brown)

EXECUTIVE SESSION

Note 1 Texas Government Code § 551.071, Consultation with Attorney

Note 2 Texas Government Code § 551.072, Real Property

Note 3 Texas Government Code § 551.074, Personnel Matters

Note 4 Texas Government Code § 551.076, Security

Note 5 Texas Government Code § 551.087, Economic Development Negotiations

Note 6 Texas Government Code § 551.089, IT Security

Note 7 Texas Government Code § 551.0745, Personnel Matters Affecting County Advisory Board

The Commissioners Court will consider the following items in Executive Session. The Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Court announces that the item will be considered during Executive Session.

29. Receive briefing and take appropriate action regarding Travis County security and information security issues.^{1,4 & 6} (Commissioners Travillion & Howard)
30. Receive briefing and take appropriate action regarding offers received from private property owners for the sale of real property and temporary easement rights affiliated with four parcels of land – Parcels #1, 1TE, 2, 2TE – necessary for infrastructure improvements planned for River Fern Court in Precinct Three.^{1&2} (Commissioner Howard)
31. Receive briefing and take appropriate action regarding the sale of approximately 7.8982 acres of land designated as excess, unused right of way owned by Travis County to support former alignments of Hergotz Lane and Edwin Lane located in Precinct 4.^{1&2} (Judge Brown)

TRAVIS COUNTY COMMISSIONERS COURT VOTING SESSION
TUESDAY, AUGUST 4, 2026

32. Receive legal briefing and take appropriate action regarding White Rocks Entertainment LLC's Texas land application permit application with Texas Commission on Environmental Quality.¹ (Commissioner Howard)

ADJOURN

NOTICE

A quorum of the Commissioners Court may attend the following events:

Raising Travis County Town Hall

At the following location, date and time:

North Austin YMCA

1000 W Rundberg Ln, Austin, TX 78758

Saturday, August 8, 2026

10:00 AM-12:00 PM



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Approve payment of claims by the County Treasurer. (Judge Brown)

Prepared By/Phone Number: Sharon Neukam, Financial Analyst V, 512-854-6928

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Consider and take appropriate action regarding the following:

Prepared By/Phone Number: Lauren Hill, Executive Assistant, 512-854-1214

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Outdoor burning in the unincorporated areas of Travis County

Prepared By/Phone Number: Lauren Hill, Executive Assistant, 512-854-1214

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

County response to natural disaster or other emergencies, including but not limited to necessary measures and actions related to the disaster or emergency, including Travis County's response, operations, policies, emergency assistance, agreements, preparedness for future flood events and other disasters, and measures necessary to preserve public health and safety and rehabilitation of property, and applicable orders, declarations or resolutions, and authorization for expenditure of funds and contracts related to disaster response, preparedness and recovery efforts
(Judge Brown)

Prepared By/Phone Number: Lauren Hill, Executive Assistant, 512-854-1214

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Consider and take appropriate action on disaster-related projects and allocation of disaster emergency response reserve funds. (Judge Brown & Commissioner Shea)

Prepared By/Phone Number: Lauren Hill, Executive Assistant, 512-854-1214

Elected/Appointed Official or Department Head: Andy Brown, Brigid Shea, Charles Brotherton

Commissioners Court Sponsor(s): Judge Andy Brown
Commissioner Brigid Shea

Press Inquiries: Hector Nieto, Public Information Officer
512-854-8470

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Amendment No. 1 to
INTERLOCAL COOPERATION AGREEMENT BETWEEN TRAVIS COUNTY
AND THE CITY OF AUSTIN
FOR WORK-BASED LEARNING/SUMMER YOUTH EMPLOYMENT
PROGRAM

- 1.0 This first amendment ("First Amendment") to the Interlocal Cooperation Agreement ("Agreement") is entered into by and between the City of Austin ("City"), a Texas home-rule municipal corporation, and Travis County ("County"), together the "Parties," and each individually, a "Party."
- 2.0 The Parties by this First Amendment exercise the first extension option in the Agreement for the term of October 1, 2025 to September 30, 2026.
- 3.0 For the first extension option, the Parties agree the City will pay \$304,412 and County will pay \$435,108.
- 4.0 **Ratification.** The Parties agree to ratify the provision of services under the terms of the Agreement provided prior to the date of execution of this First Amendment.
- 5.0 The total Agreement amount is recapped below:

Term		Agreement Change Amount City	Total City Agreement Amount	Agreement Change County	Total County Agreement Amount
Initial Term:	March 1, 2025 – September 30, 2025	n/a	\$ 614,480	n/a	\$435,108
Amendment No. 1:	Exercise Extension Option #1 (October 1, 2025 – September 30, 2026)	\$304,412	\$918,892	\$435,108	\$870,216

- 6.0 The Agreement is hereby amended by deleting Subsection 2.04 Renewal Terms in its entirety and replacing it with the following:

2.03 Renewal Term(s). Unless sooner terminated pursuant to the terms of this Agreement, and upon approval by each Party's governing body of funding during their respective budget process

related to any renewal term, this Agreement will be renewable upon the written agreement of Parties on the same or amended terms, for three (3) twelve-month renewal periods (each a "Renewal Term"). The Initial Term and Renewal Terms, if any, shall be known as an "Agreement Term." After the expiration of the up to four twelve-month automatic Renewal Terms, the Agreement may be renewed upon the written agreement of the Parties on the same or amended terms for a period to be agreed upon by the Parties.

7.0 The Agreement is hereby amended by deleting Subsection 4.02 Maximum Contract Funds – City in its entirety and replacing it with the following:

4.02 Maximum Funds – City. City shall provide funding in an amount not to exceed (\$614,480) for the Initial Term and an amount not to exceed (\$304,412) for each of the four twelve-month Renewal Terms for up to five (5) terms for a cumulative amount not to exceed (\$1,832,128).

8.0 The Agreement is hereby amended by deleting Subsection 4.04 Participant Limits in its entirety and replacing it with the following:

4.04 Participant Limits. City and County agree that the number and duration of sessions effects the number of Participants that City and County can accept for the SYEP. City and County shall mutually agree in writing to the number of session(s), the length of each session, and the number of participants in each session.

In no event, shall the number of participants, session(s), or duration of session(s) result in County expending more funds than provided in Section 4.01 above or City expending more funds than provided in Section 4.02 above.

The City and County agree to fund up to 375 youth placements for no more than 7 weeks.

9.0 The Agreement is hereby amended by deleting Subsection 6.02 Current Revenue Funds in its entirety and replacing it with the following:

6.02 Current Revenue Funds. Both Parties shall make payments for services rendered by WBL/SYEP Participants under this Agreement from current revenue funds available to that Party and set aside for this purpose. Each Party is paying for the performance of governmental functions and services from current revenues available to that Party in an amount that fairly compensates for the services or functions performed under this Agreement.

Each Term this Agreement is in effect, City will invoice the County on or before September 30th for actual cost for the program including 59 percent of the student wages.

10.0 The Agreement is hereby amended by deleting Subsection 6.04 Financial Obligations in its entirety and replacing it with the following:

6.02 Financial Obligations. The County will provide forty percent (40%) of the total actual costs associated with this Agreement during the Initial Term and fifty-nine percent (59%) of the total actual costs associated with this Agreement during each Renewal Term. The City will

provide sixty percent (60%) of the total actual costs associated with this Agreement during the Initial Term and forty-one percent (41%) of the total actual costs associated with this Agreement during each Renewal Term.

- 11.0 The Agreement is hereby amended by deleting Subsection 15.02 County Address in its entirety and replacing it with the following:

15.02 County Address. The address of County for all purposes under this Agreement shall be:

Pilar Sanchez (or her successor) County Executive, TCHHS
P.O. Box 1748
Austin, Texas 78767
syep@traviscountytx.gov
Sanjuana.Gonzalez@traviscountytx.gov
With copies to (registered or certified mail with return receipt is not required):

C.W. Bruner, Purchasing Agent
P. O. Box 1748
Austin, Texas 78767
c.w.bruner@traviscountytx.gov

- 12.0 The Agreement is hereby amended by deleting Subsection 20.0 Effective Date in its entirety and replacing it with the following:

20.0 EFFECTIVE DATE

The effective date of this Agreement shall be March 1, 2026.

- 13.0 The Agreement is hereby amended by deleting Subsection 15.03 City Address in its entirety and replacing it with the following:

15.03 City Address. The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Adrienne Sturup, Director (or the successor in office)
Austin Public Health Department
P.O. Box 1088
Austin, Texas 78767

With copy to:
COACContractNotice@austintexas.gov

- 14.0 The following changes have been made to the original Agreement ATTACHMENTS:

Attachment A -- Work Statement is amended by adding a new **Attachment A -- Work Statement**.

[Revised 5/12/2026].

15.0 MBE/WBE goals were not established for this Contract.

16.0 By signing this Amendment the Parties certify that they and their principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

17.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

[Signature Page to Follow]

TRAVIS COUNTY

By: _____

Date: _____

Andy Brown, County Judge

APPROVALS

Signed by: _____
Approved as to Form: Haseeb Abdullah Date: 7/15/2026
904EE489BA7040E...
Haseeb Abdullah, Assistant County Attorney

Signed by: _____
Funds Verified By: Patti Smith Date: 7/16/2026
53FF54208085479...
Patti Smith, County Auditor

CITY OF AUSTIN

By: Cassandra Decker on behalf of Adrienne Sturup Date: 7/7/2026
Adrienne Sturup, Director, Austin Public Health Department

APPROVALS

Approved as to Form: J. Delgado Date: 7/14/2026
Joseph Delgado, Assistant City Attorney

ATTACHMENT A
WORK STATEMENT

WORK-BASED LEARNING/SUMMER YOUTH EMPLOYMENT PROGRAM

I. PURPOSE

The purpose of WBL/SYEP is to provide a variety of work-based learning/summer youth employment opportunities through meaningful work experiences that promote economic self-sufficiency, good citizenship and healthy lifestyles and to provide related services to Eligible Youth as defined in Section 1.14 of the Agreement. Program objectives are as follows:

- Provide youth with knowledge, job skills, and employment opportunities;
- Develop personal responsibility;
- Foster positive relationships with adults;
- Develop good work habits;
- Build confidence and self-worth;
- Strengthen communication skills;
- Strengthen broad social and technical skills;
- Enhance the basic education skills of youth; and
- Provide Eligible Youth with exposure to the world of work.

II. PROGRAM DESCRIPTION

WBL/SYEP provides paid employment between June 1 and August 31 of each year in any Agreement Term for Eligible Youth as defined in Section 1.14 of the Agreement. Eligible Youth are trained in a variety of areas, which include:

- Career development;
- Self-Assessment; and
- Resume development.

“WBL/SYEP for Youth With Disabilities” is an integrated component of the WBL/SYEP designed to provide paid employment opportunities for youth with Disabilities during the same periods during any Agreement Term. The purpose of this component is to integrate youth with Disabilities to allow them to work alongside their non-disabled peers to develop these youth vocationally in order to provide Disabled youth with the same opportunities made available to non-disabled youth under this Agreement. This may include persons served under the Individuals With Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973. As necessary, determinations regarding appropriate placement will be made by the Youth With Disabilities Administrator. All services to youth with Disabilities will be provided within the limits of applicable law. In addition to the services listed above, this component will also provide:

Adaptive Technology Assistance (funded through the City of Austin Human Resources Department outside the budget provided by this Interlocal Agreement); and

Appropriate job matching and job placement.

WBL/SYEP is administered and conducted by the Community Services Division of TCHHS under the direction of the WBL/SYEP Administrator.

III. STATEMENT OF RESPONSIBILITY - CITY

In coordination with the Administrator, City shall be responsible for the following:

A. Payroll/Administrative. During each Agreement Term, City agrees to manage the payroll and provide other related administrative responsibilities and services listed below as necessary to support Eligible Youth at no additional cost to County, as follows:

1. Payroll Services:

Processing Eligible Youth timesheets

Input of hours from timesheets

Collating checks and delivering to Coordinator

2. Provide the staff to conduct the following support services:

Preparation of up to 375 youth (or more) applications for processing by the City of Austin Human Resources Department (City HR) for payroll.

Processing all documents associated with the onboarding into the City's system. These documents shall include, but are not limited to, the application and all supplemental local, state, and federal documents pursuant to the application process. Additionally, the City shall process the I-9 document separate and apart from the applications and shall be responsible for its completion with the assistance of the County. The County may act as the City's agent for all documents associated with the application except for the I-9 form.

3. Provide a list of the number of employment opportunities for each City department.

IV. STATEMENT OF RESPONSIBILITY – COUNTY

County shall be responsible for the following:

A. Eligibility screening and placement of up to 375 Eligible Youth in summer jobs with a variety of governmental, private sector, and non-profit organizations. The words “placement” or “place” shall also include virtual participation of Eligible Youth by computer, telephonic, or other means as agreed to by the Parties. At least 57 youth with Disabilities will be employed during each Agreement Term. The Parties agree that meeting this goal for placement of youth with Disabilities is the primary function of the Youth with Disabilities Administrator, but that these numbers are conditioned upon the receipt of an application for employment under the WBL/SYEP by at least that many qualified youths with Disabilities. If sufficient qualified applications for youth with Disabilities are not received, County will place other youth in the positions pursuant to the terms of this Agreement.

The jobs provided for Eligible Youth under the terms of this Agreement will include, but not be limited to the following areas, provided that the limitations in Section 13.02 are followed:

Environmental;
Accounting/Finance;
Customer Services/Customer Relations;
Newspaper/Journalism;
Office/Clerical;
Criminal Justice Public;
Health Communications; and
Computer Technology.

B. Adhering to all State of Texas and Federal Child Labor Requirements under the Fair Labor Standards Act (“FLSA”), including the following:

Employment of any fourteen (14) or fifteen (15) year old minor is limited to certain occupations under conditions which do not interfere with their schooling, health or well-being.

C. Providing job readiness training for up to 375 Eligible Youth.

D. Submitting accurate and completed youth applications to the City with a cutoff date for new applications four (4) weeks prior to the start of each summer session, including a list of all summer youth participating in each session.

E. Identifying Travis County staff to serve as pre-approved and proxy signers who will serve as a Secondary Signer as a backup approver for signing timesheets when the primary approver is unavailable.

F. Submitting accurate and completed timesheets to the City by the end of the day on the second

Wednesday of a pay period.

- G. Submitting final corrected time sheets or request for new checks within four (4) weeks after the final summer session has ended.
- H. Submitting a yearly report to the City on the 30th of September upon completion of the program for the fiscal year. The report shall contain: total number of WBL/SYEP Participants trained, and number in each eligibility category who were trained; total number of WBL/SYEP Participants placed in jobs, and number in each eligibility category who were placed in jobs; name of each employer that participated in WBL/SYEP and number of Participants who worked for each employer.
- I. The County will include in the year-end report the names of Participants and placement sites.
- J. The County will provide City a list of supervisors for the Eligible Youth placed per session in the year-end report, ending on September 30th of the applicable Agreement Term. County will provide a listing of placement sites, supervisors, and number of youth per session seven (7) calendar days after the session concludes for the applicable Agreement Term, with supplemental reports provided on a monthly basis.
- K. Managing other related administrative responsibilities necessary to support Eligible Youth.
- L. Personnel. County will be responsible for employing qualified personnel to fill full-time regular positions and other support staff necessary to meet the following objectives as follows: (Where specific requirements are not stated, County, with City input, will determine the appropriate extent and type of services necessary to meet the goals of the program pursuant to the terms of this Agreement.)
 - 1. WBL/SYEP Administrator - County will employ a WBL/SYEP Administrator who will report to the TCHHS Community Services Division Director. Duties and responsibilities will include the following:
 - Provide overall program budget management (Agreement Funds);
 - Supervise over forty (40) team leaders and support staff (or the number of team leaders and staff as necessary to manage the program during any Agreement Term as determined by County);
 - Supervise other regular staff positions and temporary staff;
 - Lead program evaluation to ensure utilization of resources and effective delivery of service, including oversight in the maintenance of database management system; and
 - Report to elected officials, community members, and management on program status and outcomes.
 - 2. Job Development, Planning, and Training. County will employ at least two (2) full-time equivalent positions (FTE) to provide the following functions and other activities that support the WBL/SYEP:
 - Develop public/private sector jobs;
 - Coordinate placement of Eligible Youth;

- Maintain employer database;
- Coordinate and facilitate “Train the Trainer” workshops;
- Develop training materials for youth and supervisors;
- Secure training sites, conduct training, and evaluate the training of Participants and Sponsors;
- Provide presentations for a wide variety of public groups and organizations;
- Plan and coordinate activities related to targeted populations to include assessing job readiness skills, coordinating job readiness classes and conducting orientations and training; and
- Provide support for the WBL/SYEP to include receiving applications, reviewing applications for completeness, and contacting the youth and family.

3. Youth With Disabilities Coordination. County will employ a Youth With Disabilities Coordinator who will report to the WBL/SYEP Administrator. Duties and responsibilities include the following as specifically related to working with and on behalf of youth with Disabilities:

- Develop public and private sector jobs;
- Coordinate placement of Eligible Youth;
- Assist in maintaining an employer database;
- Assist with the coordination and facilitation of “Train the Trainer” workshops;
- Develop training materials that address the hiring of youth with Disabilities;
- Plan and coordinate activities related to targeted populations (especially youth with Disabilities) to include assessing job readiness skills, coordinating job readiness classes, and conducting orientations and training;
- Secure services and resources to enhance competencies of youth with Disabilities (adaptive equipment to be purchased through the City of Austin in compliance with the American with Disabilities Act, as needed, in consultation with the Youth With Disabilities Coordinator for non-City work settings);
- Advocate on behalf of youth with Disabilities;
- Cultivate employment opportunities throughout the community for youth with Disabilities;
- Other duties as assigned and agreed to by County.

4. Site Liaisons. County will employ Site Liaisons, and other support staff mutually agreed to by City and County as necessary to manage the WBL/SYEP during any Agreement Term. Duties and responsibilities will include providing support to the WBL/SYEP and serving as the liaison between the employment site, the youth, and the WBL/SYEP. Site Liaisons will report directly to the WBL/SYEP Administrator.

V. JOINT CITY/COUNTY RESPONSIBILITIES

City and County will both be responsible for conducting services and activities under the terms of this Agreement in a manner that will:

- Make placement of Eligible Youth a priority; and
- Provide for placement in employment of up to three hundred and seventy-five (375) youth.



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Consider and take appropriate action to approve the final version of the CDBG/HOME PY26 Action Plan including final plan revisions and public comments received; authorize the County Judge to sign the Action Plan certifications, SF-424, and HUD-424-B; and authorize staff's submission of the final PY26 Action Plan to HUD. (Judge Brown)

Prepared By/Phone Number: Somchan Vuthipadadon, Planning Manager , 512-584-1877

Elected/Appointed Official or Department Head: Pilar Sanchez

Commissioners Court Sponsor(s): Judge Andy Brown

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Under the provisions of Title I of the Housing and Community Development Act of 1974 (42 USC 5301), the U.S. Department of Housing and Urban Development (HUD) provides funding through the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs to support the development of viable urban communities. These programs aim to provide decent housing, a suitable living environment, and expanded economic opportunities—primarily for low- and moderate-income individuals. Since 2006, Travis County has received CDBG funds annually, and in 2024, began receiving HOME funds as well. Community engagement and public participation remain essential goals of both programs.

An Action Plan describing how Travis County intends to spend its allocation during Program Year 2026 (PY26) is due to HUD by August 14, 2026. Since the release of the Public Comment Draft, HUD has issued final allocation amounts. Travis County expects to receive approximately \$1,775,869.00 in CDBG funds and \$508,447.38 in HOME funds, which will require a 25% non-federal match.

The PY26 Action Plan covers the period from October 1, 2026, through September 30, 2027. The County's current CDBG/HOME service area consists of the unincorporated areas of Travis County and the cities of Bee Cave, Creedmoor, Lago Vista, Lakeway, Manor, San Leanna, Sunset Valley, Webberville, and West Lake Hills. CDBG regulations require that at least 65% of funds be used for Community Development projects, with no more than 20% allocated to Administration and Planning, and no more than 15% to Public Services. HOME regulations require that at least 90% of funds be used for eligible housing activities, with up to 10% allowed for Administration and Planning.

For Travis County to comply with its Citizen Participation Plan (CPP) and 24 Code of Federal Regulations (CFR) Part 91, a 30-day public comment period must be held to allow the public to comment on the proposed uses for CDBG/HOME funds as outlined in the PY26 Action Plan. Additionally, one public hearing must be held to receive comments on the Action Plan. On January 27, 2026, the Court approved a public comment period to be held from June 17, 2026, at 8:00 a.m. to July 20, 2026, at 5:00 p.m. and a public hearing to be held on July 14, 2026. During this time, residents, community organizations, agencies, and any other stakeholders will have an opportunity to send their comments to CDBG/HOME staff in writing, via postal mail or e-mail, or at the public hearing. With the inclusion of all public comments, the final PY26 Action Plan will be submitted to the Court on August 4 for final approval and subsequently submitted to HUD via IDIS no later than August 14, 2026.

The proposed projects, which were approved by the Court on May 19, 2026, are included in the PY26 Action Plan. Note: All recommendations may be revised or rescinded if a factor is identified that would make the project ineligible for CDBG or HOME funding.

Notice of the public hearing and public comment period (in English and Spanish) was provided in newspapers of general circulation (The Villager, Austin American Statesman, and El Mundo), through postal and electronic mailings, social media, and County websites, and to the six Travis County Community Centers beginning the week of May 25, 2026.

During the public comment period (June 17–July 20, 2026), staff received one public comment. No comments were received during the public hearing. One individual addressed the Commissioners Court on July 14, 2026, following the close of the public hearing. The public comment is included in Exhibit B.

Staff Recommendations:

Staff recommends approval of the final version of Travis County's PY26 Action Plan, incorporating final revisions made after the close of the public comment period. A summary of the revisions is provided in Exhibit A of this agenda memo.

Staff further recommends authorizing the County Judge, as the Certifying Official, to sign the grant-related documents (Exhibits C and D), and to authorize timely submission of the Plans.

For reference, the final version of the PY26 Action Plan is attached as Exhibit E.

Issues and Opportunities:

Upon the successful completion and submission of the PY26 Action Plan, HUD will issue Travis County its PY26 CDBG/HOME funding allocation grant agreement. Receipt of grant funds will allow the Travis County CDBG/HOME to continue to support community development initiatives and serve residents in the Travis County CDBG/HOME service area.

Fiscal Impact and Source of Funding:

The recommended projects will be funded by Travis County's PY26 CDBG/HOME allocation. In addition, the CDBG/HOME Administration and Planning allocation along with local general funds, will fund CDBG/HOME personnel (staff) costs. The PY26 Action Plan period is October 1, 2026, through September 30, 2027. The final plan must be submitted to HUD via IDIS no later than by August 14, 2026.

Required Authorizations:

Pilar Sanchez, TCHHS County Executive

cc:

County Attorney's Office: Trelisha Brown, Prema Gregerson and Kinski Moss

PBO: Jessica Rio, Travis Gatlin, and Michelle Surka

Purchasing Office: C.W. Bruner, and Bridgett Bradshaw

Auditor's Office: Patti Smith, Kelly Allen, Tracy LeBlanc, and Amy Smith

HHS/SHD: Monique Coleman, Somchan Vuthipadadon, Shelley Rowton, Mikaela Manion, and Regina Schroeder

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Consider and take appropriate action to approve the final version of the substantial amendments to the PY24-28 Consolidated Plan, the PY24 Action Plan and the PY25 Action Plan, and authorize staff's submission of the final substantial amendments to HUD. (Judge Brown)

Prepared By/Phone Number: Somchan Vuthipadadon, Planning Manager , 512-584-1877

Elected/Appointed Official or Department Head: Pilar Sanchez

Commissioners Court Sponsor(s): Judge Andy Brown

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Under the provisions of Title I of the Housing and Community Development Act of 1974 (42 USC 5301), the U.S. Department of Housing and Urban Development (HUD) provides funding through the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs to support the development of viable urban communities. These programs aim to provide decent housing, a suitable living environment, and expanded economic opportunities—primarily for low- and moderate-income individuals. Since 2006, Travis County has received CDBG funds annually and, in 2024, began receiving HOME funds. Community engagement and public participation remain essential goals of both programs.

The CDBG/HOME Office is proposing substantial amendments to the PY24–28 Consolidated Plan, the PY24 Action Plan, and the PY25 Action Plan. The amendments include incorporating Emergency Solutions Grant (ESG) funding as required by 24 CFR 91.200(b); expanding program priorities to allow for a broader range of eligible activities that address current community needs; removing an infeasible CDBG project and reallocating those funds in accordance with HUD regulations and program requirements; and revising a PY25 infrastructure project to shift funding from design and engineering to construction based on the updated project scope. To comply with the County's Citizen Participation Plan (CPP) and 24 Code of Federal Regulations (CFR) Part 91, Travis County must provide a 30-day public comment period and hold at least one public hearing to receive comments on the proposed substantial amendments to the PY24–28 Consolidated Plan, the PY24 Action Plan, and the PY25 Action Plan.

On May 12, 2026, the Court approved a public comment period to be held from June 17, 2026, at 8:00 a.m. to July 20, 2026, at 5:00 p.m., and a public hearing to be held on July 14, 2026. During this time, residents, community organizations, agencies, and any

other stakeholders will have an opportunity to send their comments to CDBG/HOME staff in writing, via postal mail or e-mail, or at the public hearing. With the inclusion of all public comments, the final substantial amendments will be submitted to the Court on August 4 for final approval and subsequently submitted to HUD via IDIS.

Notice of the public hearing and public comment period (in English and Spanish) was provided in newspapers of general circulation (The Villager, Austin American Statesman, and El Mundo), through postal and electronic mailings, social media, and County websites, and to the six Travis County Community Centers beginning the week of May 25, 2026.

During the public comment period (June 17–July 20, 2026), staff received one public comment. No comments were received during the public hearing. One individual addressed the Commissioners Court on July 14, 2026, following the close of the public hearing.

Revisions made between the public comment draft and the final version of the substantial amendments are summarized in Exhibit A. All public comments are provided in Exhibit B.

Staff Recommendations:

Staff recommends approval of the final version of substantial amendments to the PY24-28 Consolidated Plan, the PY24 Action Plan and the PY25 Action Plan, included as Exhibit C, with authorization for staff to make and resubmit any HUD-requested technical clarifications following submission. These clarifications are typically minor in nature and do not represent substantive changes.

Issues and Opportunities:

These amendments support transparency and inform the public of Travis County's plans to incorporate ESG into the Consolidated Plan, promote the timely expenditure of CDBG funds, and continue delivering CDBG-eligible activities that serve County residents.

Fiscal Impact and Source of Funding:

This action reallocates existing unspent federal CDBG funds to eligible CDBG activities and does not increase or change the County's total CDBG allocation.

Required Authorizations:

Pilar Sanchez, TCHHS County Executive

cc:

County Attorney's Office: Trelisha Brown, Prema Gregerson and Kinski Moss

PBO: Jessica Rio, Travis Gatlin, and Michelle Surka

Purchasing Office: C.W. Bruner, and Bridgett Bradshaw

Auditor's Office: Patti Smith, Kelly Allen, Tracy LeBlanc, and Amy Smith

HHS/SHD: Monique Coleman, Somchan Vuthipadadon, Shelley Rowton, Mikaela Manion, and Regina Schroeder

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Consider and take appropriate action to approve a modification to a Professional Services Subaward with Ascension Seton, Contract No.4600000841, for the provision of Hospital-Based Violence Intervention Services. (Judge Brown)

Prepared By/Phone Number: San Juana Gonzalez, Financial Analyst Lead, 512-854-4122

Elected/Appointed Official or Department Head: Jasmine Acosta, Emily Ackland, Pilar Sanchez

Commissioners Court Sponsor(s): Judge Andy Brown.

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

This investment uses Travis County Local Fiscal Recovery Funds (LFRF) for pandemic response in support of the Safer Travis County Resolution approved by Travis County Commissioners Court on November 1, 2022. TCCC approved funding in the amount of \$500,000 dollars. Ascension Seton, which includes Dell Seton Medical Center at UT-Austin is the only level 1 adult trauma center in Central Texas and Dell Children's Medical Center, is the only pediatric level 1 pediatric trauma center in Central Texas. Subrecipient handles the most serious clinical incidents of violence in the community. Last year, DSMC and DCMC received over 150 patients identified as victims of assault, stabbings, and gun violence.

Staff Recommendations:

HHS staff is recommending approval of modification to Professional Services Subaward with Ascension Seton, to extend the contract term to September 30th, 2026. The contract funds a Hospital-Based Violence Intervention Program (HVIP).

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Judge Andy Brown.

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Consider and take appropriate action to approve the Fiscal Year 2027–2029 Travis County Urban County requalification (renewal) cooperation agreements with the Cities of Bee Cave, Creedmoor, Lago Vista, Lakeway, Manor, Sunset Valley, and West Lake Hills and the Villages of San Leanna and Webberville; approve the required HUD Form 424-B, Assurances and Certifications, and the completed Urban County requalification package; authorize the County Judge to execute the cooperation agreements and HUD Form 424-B; and authorize the CDBG Office to submit the completed package to the U.S. Department of Housing and Urban Development, as required by CPD Notice 26-08. (Judge Brown)

Prepared By/Phone Number: Somchan Vuthipadadon, Planning Manager , 512-584-1877

Elected/Appointed Official or Department Head: Pilar Sanchez

Commissioners Court Sponsor(s): Judge Andy Brown

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Under the provisions of Title I of the Housing and Community Development Act of 1974 (42 USC 5301), the federal government sponsors a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities for low- and moderate-income persons. Travis County became an Urban County Entitlement Community in 2006.

Every three years, HUD requires Travis County to renew its Urban County status to continue receiving CDBG entitlement funding. As part of this process, the County must contact eligible jurisdictions to determine whether they will participate during the upcoming three-year qualification period. The resulting Urban County configuration is also used to determine the County's HOME formula allocation. Currently, the Cities of Bee Cave, Creedmoor, Lago Vista, Lakeway, Manor, Sunset Valley, and West Lake Hills, as well as the Villages of San Leanna and Webberville, participate in Travis County's Urban County CDBG and HOME programs.

As part of the 2026 Urban County requalification process and in accordance with HUD CPD Notice 26-08, Travis County invited eligible jurisdictions to participate in the Urban County program for the FY2027–2029 qualification period. The Cities of Bee Cave, Creedmoor, Lago Vista, Lakeway, Manor, Sunset Valley, and West Lake Hills, as well as the Villages of San Leanna and Webberville, elected to continue participation in Travis County's Urban County CDBG and HOME programs. The 2027-2029 Urban

County Requalification Notification Process

On May 20, 2026, Travis County received CPD Notice 26-08 from HUD, outlining the three-year urban county requalification process for the FY2027-2029 period, in accordance with 24 CFR 570.307(a) of the Community Development Block Grant (CDBG) regulations.

On May 29, 2026, CDBG staff emailed notification letters to all 22 eligible jurisdictions, consisting of three (3) metropolitan cities, four (4) split-place jurisdictions, and 15 small cities and villages. The notification letters were also mailed to all 22 jurisdictions on the same date. Each letter included an electronic response form to facilitate the submission process, with responses requested by June 22, 2026.

Twenty-one (21) of the 22 jurisdictions submitted their participation decisions through the County's online Smartsheet form. The remaining jurisdiction communicated its decision by phone; written confirmation is pending. The Cities of Bee Cave, Creedmoor, Lago Vista, Lakeway, Manor, Sunset Valley, and West Lake Hills and the Villages of San Leanna and Webberville elected to continue participating in the Travis County Urban County for the FY2027–2029 qualification period.

The Cities of Cedar Park, Elgin, Jonestown, Leander, Mustang Ridge, and Rollingwood and the Villages of Briarcliff, Point Venture, The Hills, and Volente elected not to participate in the Travis County Urban County during the FY2027–2029 qualification period. The Cities of Austin, Pflugerville, and Round Rock are metropolitan cities that receive their own entitlement funding from HUD and elected not to enter into joint agreements with Travis County for this qualification period.

The CDBG/HOME Office received Urban County Participation Decision Letters/Letters of Intent from the jurisdictions that elected to continue participating. These letters were submitted electronically to the HUD San Antonio Field Office on July 2, 2026, in accordance with CPD Notice 26-08. All participation decision correspondence, including the County's outgoing notices and responses from participating and nonparticipating jurisdictions, will be included in the final requalification package.

In June 2026, staff provided cooperation agreements and HUD Form 424-B, Assurances and Certifications, to the jurisdictions that elected to continue participating. The jurisdictions were requested to complete their local approval processes, execute HUD Form 424-B, and provide City Council or village governing-body resolutions or meeting minutes authorizing participation.

Following approval by the Commissioners Court, the cooperation agreements and related documents will be routed for final execution through DocuSign and included in the Urban County requalification package submitted to HUD.

Submission to HUD

This agenda item requests Commissioners Court approval of the Fiscal Year 2027–2029 Urban County cooperation agreements and HUD Form 424-B, authorization for the County Judge to execute the documents, and authorization for the CDBG Office to submit the completed Urban County requalification package to HUD.

Following Commissioners Court approval, the cooperation agreements and HUD Form 424-B will be routed through DocuSign for final execution. Once fully executed, the CDBG Office will submit the complete package to HUD, including:

1. Attachment A – Fully executed Cooperation agreements and Form 424B
2. Attachment B – Urban County Participation Decision Letters/Letters of Intent (LOI)
3. Attachment C – City Council minutes or resolution (approving the cooperation agreement)
4. Attachment D – Urban County requalification notice letters
5. Attachment E – PDFs of electronic response forms
6. Attachment F – City responses received
7. Attachment G – Response database documenting outreach and submissions from all nonparticipating cities
8. Attachment H – County Attorney's legal opinion letter

Staff Recommendations:

Staff recommends approval of this request.

Issues and Opportunities:

Approval of the cooperation agreements will allow the participating cities and villages to continue participating in Travis County's Urban County for the Fiscal Year 2027–2029 qualification period and remain eligible for consideration for CDBG, HOME, and applicable ESG-funded activities. Following approval, the agreements and related documents will be routed through DocuSign for final execution.

Fiscal Impact and Source of Funding:

There is no impact to the County's General Fund. The composition of the Urban County may affect future CDBG and HOME formula allocations, which HUD calculates using population and other statutory formula factors.

Required Authorizations:

Pilar Sanchez, TCHHS County Executive

cc:

County Attorney's Office: Trelisha Brown, Prema Gregerson and Kinski Moss

PBO: Jessica Rio, Travis Gatlin, and Michelle Surka

Purchasing Office: C.W. Bruner, and Bridgett Bradshaw

Auditor's Office: Patti Smith, Kelly Allen, Tracy LeBlanc, and Amy Smith

HHS/SHD: Monique Coleman, Somchan Vuthipadadon, Shelley Rowton, Mikaela Manion, Regina Schroeder, and Shawn Lemeiux

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Consider and take appropriate action to approve a Memorandum of Understanding (MOU) with the Housing Authority of Travis County (HATC) for the HOME downpayment assistance (DPA) program, a HUD-funded program. (Judge Brown)

Prepared By/Phone Number: Monique Coleman, Division Manager, 512-854-1604

Elected/Appointed Official or Department Head: Pilar Sanchez

Commissioners Court Sponsor(s): Judge Andy Brown

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government sponsors a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, by expanding economic opportunities for low- and moderate-income persons.

Under the provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (42 USC 12703), the purposes of this Act are:

1. To help families not owning a home to save for a down payment for the purchase of a home;
2. To retain wherever feasible as housing affordable to low-income families those dwelling units produced for such purpose with Federal assistance;
3. to extend and strengthen partnerships among all levels of government and the private sector, including for-profit and nonprofit organizations, in the production and operation of housing affordable to low-income and moderate-income families;
4. To expand and improve Federal rental assistance for very low-income families; and
5. To increase the supply of supportive housing, which combines structural features and services needed to enable persons with special needs to live with dignity and independence.

Travis County has been a recipient of CDBG funds since 2006. 2024 was the first grant year Travis County received and accepted the HOME Investment Partnership (HOME) grant funds, as an urban county entitlement. The funding allocations since 2024, and the division of set-asides and the required annual match is shown in the table below:

Allocation Year	Allocation Amount	10% Admin Set- Aside	15% CHDO Set-Aside	Annual 25% Match
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2024	\$566,563.83	\$56,656.383	\$0	\$127,476.862
2025	\$478,126.94	\$47,812.694	\$71,719.041	\$89,648.801
2026	\$508,447.38	\$50,844.73	\$76,267.100	\$95,333.89
TOTALS:	\$1,553,138.15	\$155,313.81	\$147,986.14	\$312,459.55

*CHDO = Community Housing Development Organization

Following the May 14 HOME downpayment assistance (DPA) program work session presentation, county staff worked with the County Attorney's Office and HATC to finalize the MOU also appended below. This MOU outlines the context of the partnership the CDBG/HOME office has endeavored to create, in hopes of encouraging and facilitating the effort to create homeownership possibilities for clients at the 50-80% AMI level who are currently participating in HATC's Family Self-Sufficiency (FSS) program.

Staff Recommendations:

Staff recommends approval of this request.

Issues and Opportunities:

Approval of the MOU will effectively allow for the HOME downpayment assistance (DPA) program implementation and launch.

Fiscal Impact and Source of Funding:

The HOME funds noted in the table above will be immediately available for use, as expressed herein.

Required Authorizations:

Pilar Sanchez, TCHHS County Executive

Cc:

Kinski Moss, Linda Martinez, Chris Gillmore, Trelisha Brown, and Prema Gregerson, County Attorney's Office

Jessica Rio, Travis Gatlin, and Michelle Surka, PBO

C.W. Bruner, and Bridgett Bradshaw Purchasing Office

Patti Smith, Kelly Allen, Tracy LeBlanc, and Amy Smith, Auditor's Office

Monique Coleman, Somchan (Ying) Vuthipadadon, Shelley Rowton, Mikaela Manion, and Regina Schroeder HHS

Attachments:

1. 8-4-26-Agenda Item -HOME MOU with HATC-with backup



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: August 4, 2026

Agenda Language: Consider and take appropriate action to approve a Memorandum of Understanding (MOU) with the Housing Authority of Travis County (HATC) for the HOME downpayment assistance (DPA) program, a HUD-funded program.

Prepared By/Phone Number: Monique Coleman, Supportive Housing Division Director, (512) 854-1604

Elected/Appointed Official or Department Head: Pilar Sanchez, County Executive of Travis County Health and Human Services and AgriLife Extension

Commissioners Court Sponsor(s): Judge Andy Brown

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request and Attachments:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government sponsors a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, by expanding economic opportunities for low- and moderate-income persons.

Under the provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (42 USC 12703), the purposes of this Act are:

- (1) To help families not owning a home to save for a down payment for the purchase of a home;
- (2) To retain wherever feasible as housing affordable to low-income families those dwelling units produced for such purpose with Federal assistance;
- (3) to extend and strengthen partnerships among all levels of government and the private sector, including for-profit and nonprofit organizations, in the production and operation of housing affordable to low-income and moderate-income families;
- (4) To expand and improve Federal rental assistance for very low-income families; and
- (5) To increase the supply of supportive housing, which combines structural features and services needed to enable persons with special needs to live with dignity and independence.

Travis County has been a recipient of CDBG funds since 2006. 2024 was the first grant year Travis County received and accepted the HOME Investment Partnership (HOME)

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytexas.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

Revised 17-12-05

grant funds, as an urban county entitlement. The funding allocations since 2024, and the division of set-asides and the required annual match is shown in the table below:

Allocation Year	Allocation Amount	10% Admin Set-Aside	15% CHDO Set-Aside	Annual 25% Match
2024	\$566,563.83	\$56,656.383	\$0	\$127,476.862
2025	\$478,126.94	\$47,812.694	\$71,719.041	\$89,648.801
2026	\$508,447.38	\$50,844.73	\$76,267.100	\$95,333.89
TOTALS:	\$1,553,138.15	\$155,313.81	\$147,986.14	\$312,459.55

*CHDO = Community Housing Development Organization

Following the May 14 HOME downpayment assistance (DPA) program work session presentation, county staff worked with the County Attorney's Office and HATC to finalize the MOU also appended below. This MOU outlines the context of the partnership the CDBG/HOME office has endeavored to create, in hopes of encouraging and facilitating the effort to create homeownership possibilities for clients at the 50-80% AMI level who are currently participating in HATC's Family Self-Sufficiency (FSS) program.

Staff Recommendations: Staff recommends approval of this request.

Issues and Opportunities: Approval of the MOU will effectively allow for the HOME downpayment assistance (DPA) program implementation and launch.

Fiscal Impact and Source of Funding: The HOME funds noted in the table above will be immediately available for use, as expressed herein.

Required Authorizations:

Pilar Sanchez, TCHHS County Executive

Cc:

Kinski Moss, Linda Martinez, Chris Gillmore, Trelisha Brown, and Prema Gregerson, County Attorney's Office

Jessica Rio, Travis Gatlin, and Michelle Surka, PBO

C.W. Bruner, and Bridgett Bradshaw Purchasing Office

Patti Smith, Kelly Allen, Tracy LeBlanc, and Amy Smith, Auditor's Office

Monique Coleman, Somchan (Ying) Vuthipadadon, Shelley Rowton, Mikaela Manion, and Regina Schroeder HHS

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytx.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

Revised 17-12-05

**MEMORANDUM OF UNDERSTANDING BETWEEN TRAVIS COUNTY AND THE
HOUSING AUTHORITY OF TRAVIS COUNTY FOR OUTREACH AND REFERRAL
SERVICES SUPPORTING THE TRAVIS COUNTY HOME DOWNPAYMENT
ASSISTANCE PROGRAM**

This memorandum of understanding (“MOU” or “Agreement”) is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (“County”), and the Housing Authority of Travis County (“HATC”). The County and HATC may each be referred to individually as a “Party” and collectively as the “Parties.” This Agreement becomes effective on the date it is fully executed by both Parties (the “Effective Date”).

The purpose of this Agreement is to establish the terms and conditions under which the Parties will coordinate outreach and referral services supporting Travis County’s HOME Investment Partnerships Program, specifically the County’s HOME-funded Down Payment Assistance Program (“DPA Program”).

RECITALS

WHEREAS, as of 2024, the County receives an annual entitlement grant from the U.S. Department of Housing and Urban Development (“HUD”) under the HOME Investment Partnerships Program and administers those funds in accordance with applicable federal statutes, regulations, and guidance; and

WHEREAS, the County administers its HOME Investment Partnerships Program through the Travis County Community Development Block Grant and HOME Office (“CDBG/HOME Office”), which is responsible for implementing housing programs funded with HOME and other HUD resources; and

WHEREAS, as part of its HOME Investment Partnerships Program activities, the County operates the DPA Program to assist eligible low-income homebuyers with the purchase of homes in Travis County using HOME funds, subject to program requirements established by the County and HUD; and

WHEREAS, the HOME Investment Partnerships Program requires the County, as a participating jurisdiction, to provide a twenty-five percent (25%) matching contribution for eligible HOME-assisted activities, and HATC provides funding that satisfies the County’s required HOME Program match; and

WHEREAS, the Travis County CDBG/HOME Office adopted HOME Investment Partnerships Program policies and procedures, including statutorily required recapture provisions approved by HUD, which establish program eligibility requirements for participants, including that participating households have incomes between fifty percent (50%) and eighty percent (80%) of Area Median Income (“AMI”) and complete a HUD-approved housing counseling program; and

WHEREAS, HATC operates programs, including its Family Self-Sufficiency Program, that serve low-income households and provide an opportunity to identify and refer households who may be eligible to participate in the County's DPA Program; and

WHEREAS, HATC will support the County's DPA Program by marketing and promoting the program to potentially eligible HATC clients and referring interested clients to Frameworks CDC for homebuyer education and housing counseling, which is a required step for participation in the County's DPA Program; and

WHEREAS, the Parties desire to coordinate outreach and referral efforts in order to create a pipeline of eligible first-time homebuyers and support successful participation in the County's HOME DPA Program in compliance with applicable HOME Program requirements; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and obligations set forth herein, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1.0 COUNTY RESPONSIBILITIES

- 1.1 The County shall develop and maintain a lender referral program. Once a potential homebuyer completes the required homebuyer education and housing counseling through Frameworks CDC, the County or its designated program partner shall provide the potential homebuyer with a list of lending referral partners from which the potential homebuyer may choose a lender who participates as a referral partner with the County's HOME-funded DPA Program.
- 1.2 The County shall provide a homeowner's agreement to all HOME DPA Program participants.
- 1.3 The County shall provide escrow procedures to the program participant's chosen mortgage lender. The escrow procedures will provide instructions regarding the transfer of funds from Travis County to the selected title company. All County escrow procedures must be met before funds may be transferred by the Travis County Auditor's Office. Frameworks CDC may serve as a liaison between the potential homebuyer and the lender, and may provide information as needed to help with completion of the home purchase, under the County's separate agreement or program arrangement with Frameworks CDC.
- 1.4 The County shall provide a Homeowner Agreement, Forgivable Note, Subordination Agreement and Deed of Trust, as applicable, to document and secure the County's interest in the home purchase through the provision of down payment assistance. These documents will support compliance with the County's recapture provisions during the

required affordability period, as outlined in the County's HOME DPA Program Policies and Procedures.

- 1.5 The County shall coordinate with Frameworks CDC, under a separate agreement or program arrangement, for required homebuyer education, housing counseling, and related program support services for potential DPA Program participants.

2.0 HATC RESPONSIBILITIES

- 2.1 HATC shall market and promote the County's DPA Program by providing County-approved marketing materials to HATC clients, including participants in HATC's Family Self-Sufficiency Program.
- 2.2 HATC shall identify HATC clients who may be interested in, or potentially eligible for, the County's DPA Program and refer those clients to Frameworks CDC for homebuyer education, housing counseling, and initial DPA Program navigation.
- 2.3 HATC shall encourage interested HATC clients to complete homebuyer education and housing counseling through Frameworks CDC. Fees for these courses and counseling may be billed to the Travis County HOME Program and may be recouped by the County at closing, to the extent permitted under applicable HOME Program requirements and County procedures.
- 2.4 HATC shall develop marketing materials, subject to County review and approval, to inform Family Self-Sufficiency Program participants of the benefits of using saved program funds in conjunction with the County's DPA Program funds to make homeownership more affordable. Such materials shall highlight that the County's DPA Program prioritizes households with incomes at or above fifty percent (50%) of AMI and up to eighty percent (80%) AMI, thereby expanding opportunities for lower-income households to achieve homeownership.
- 2.5 HATC shall not make final eligibility determinations for the County's DPA Program, approve any participant for HOME assistance, commit County or HOME funds, or represent that any HATC client is guaranteed assistance under the County's DPA Program. Final eligibility determinations and funding decisions remain subject to County approval and applicable HOME Program requirements.

3.0 DATA SHARING

- 3.1 The Parties acknowledge that limited sharing of participant information may be necessary to support outreach and referral efforts, administer the County's HOME Downpayment Assistance Program, verify program eligibility, confirm completion of required counseling services, and ensure compliance with applicable HOME Program requirements.
- 3.2 HATC may provide the County with program participation information reasonably necessary to support referral and program administration, including participant contact information, referral information, and other information reasonably necessary for the County to administer or monitor the DPA Program.
- 3.3 To the extent Frameworks CDC provides information to the County regarding completion of homebuyer education, housing counseling, or related services, such information shall be provided under the County's separate program arrangement or agreement with Frameworks CDC and not as a direct obligation under this Agreement.
- 3.4 The Parties agree to maintain the confidentiality of participant information and to use such information solely for purposes of outreach, referral, administration, monitoring, and compliance related to the HOME Program and the County's DPA Program, except as otherwise required by law.
- 3.5 The Parties acknowledge that the County is subject to the Texas Public Information Act and that records held by the County may be subject to disclosure unless confidential under applicable law.
- 3.6 The Parties agree that records relating to the services provided under this Agreement may be made available to the County, the Travis County Auditor, HUD, or other authorized governmental entities for purposes of monitoring, compliance review, or audit.

4.0 GOVERNING LAW

- 4.1 This Agreement shall be interpreted, construed, and governed in accordance with the laws of the State of Texas and all applicable federal statutes, regulations, and guidance governing the HOME Investment Partnerships Program administered by HUD.

5.0 TERMINATION OF AGREEMENT

- 5.1 This Agreement may be terminated by either Party upon thirty (30) days' written notice to the other Party. Unless earlier terminated, this Agreement shall remain in effect

through September 30, 2027. Following September 30, 2027, this Agreement shall automatically renew for up to three (3) additional one-year terms unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days before the expiration of the then-current term. Any renewal under this Section is subject to the availability and appropriation of funds, continued HOME Program requirements, and any required approval by the Travis County Commissioners Court.

6.0 MISCELLANEOUS

- 6.1 Surviving Terms. Termination of this Agreement shall not relieve any Party from the obligation to perform its duties through the effective date of such termination or to perform such obligations as may survive termination.
- 6.2 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the County and HATC as it relates to the subject matter hereof and supersedes and merges all prior discussions, negotiations, and agreements between the Parties concerning the subject matter of this Agreement.
- 6.3 Amendment. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing, signed by both Parties. It is acknowledged that no officer, agent, employee, or representative of the County has any authority to change the terms of this Agreement unless expressly granted that authority by the Commissioners Court under a specific provision of this Agreement or by separate action of the Commissioners Court.
- 6.4 Severability. Each covenant set forth herein constitutes a separate agreement that is independently supported by good and adequate consideration and shall be severable from the other provisions of this Agreement. In the event that any provision contained in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision was never contained herein.
- 6.5 Assignment. Neither Party may assign, transfer, or convey its rights or obligations under this Agreement without the prior written consent of the other Party.
- 6.6 Waiver of Breaches and Defenses; Reservation of Rights. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision.

If either Party breaches this Agreement, the non-breaching Party shall be entitled to any and all rights and remedies provided by Texas law and any applicable federal laws or regulations. All rights of the County under this Agreement are specifically reserved, and the exercise or failure to exercise any right or remedy under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under

law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

It is expressly understood and agreed by the Parties that neither the execution of this Agreement, nor any conduct of any representative of the County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to the County against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

6.7 Calculation of Days. Any reference to days in this Agreement shall mean calendar days unless expressly stated otherwise.

7.0 NOTICES

7.1 Any notices required or permitted hereunder shall be addressed to:

Travis County:

Pilar Sanchez, County Executive (or successor)
Travis County Health & Human Services
P.O. Box 1748
Austin, Texas 78767

Housing Authority of Travis County:

Attn: Patrick Howard, CEO & Executive Director
Housing Authority of Travis County
502 East Highland Mall Blvd., Suite 106-B
Austin, TX 78752

7.2 Notice to either Party shall be deemed received upon personal delivery or if sent by certified or registered mail, five (5) days after the date of mailing.

8.0 COUNTY PUBLIC PURPOSE

8.1 By execution of this Agreement, the Travis County Commissioners Court hereby finds that the outreach, referral coordination, and limited data sharing contemplated under this Agreement serve a public purpose by supporting access to affordable homeownership opportunities for eligible low-income households in Travis County.

8.2 The Commissioners Court further finds that this Agreement provides a sufficient public benefit to the County by supporting the administration of the County's HOME-funded DPA Program, assisting the County in meeting applicable HOME Program requirements, and advancing the County's health and human services goals related to housing stability and affordability.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized representatives.

HOUSING AUTHORITY OF TRAVIS COUNTY

Patrick Howard
CEO & Executive Director

Date

TRAVIS COUNTY

Andy Brown
Travis County Judge

Date



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Consider and take appropriate action to approve the HOME Investment Partnership ("HOME") Program policies and procedures. (Judge Brown)

Prepared By/Phone Number: Monique Coleman, Division Manager, 512-854-1604

Elected/Appointed Official or Department Head: Pilar Sanchez

Commissioners Court Sponsor(s): Judge Andy Brown

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government sponsors a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, by expanding economic opportunities for low- and moderate-income persons.

Under the provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (42 USC 12703), the purposes of this Act are:

1. To help families not owning a home to save for a down payment for the purchase of a home;
2. To retain wherever feasible as housing affordable to low-income families those dwelling units produced for such purpose with Federal assistance;
3. to extend and strengthen partnerships among all levels of government and the private sector, including for-profit and nonprofit organizations, in the production and operation of housing affordable to low-income and moderate-income families;
4. To expand and improve Federal rental assistance for very low-income families; and
5. To increase the supply of supportive housing, which combines structural features and services needed to enable persons with special needs to live with dignity and independence.

Travis County has been a recipient of CDBG funds since 2006. 2024 was the first grant year Travis County received and accepted the HOME Investment Partnership (HOME) grant funds, as an urban county entitlement. The funding allocations since 2024, and the division of set-asides and the required annual match is shown in the table below:

Allocation Year	Allocation Amount	10% Admin Set-Aside	15% CHDO Set-Aside	Annual 25% Match
2024	\$566,563.83	\$56,656.383	\$0	\$127,476.862

2025	\$478,126.94	\$47,812.694	\$71,719.041	\$89,648.801
2026	\$508,447.38	\$50,844.73	\$76,267.100	\$95,333.89
TOTALS:	\$1,553,138.15	\$155,313.81	\$147,986.14	\$312,459.55

*CHDO = Community Housing Development Organization

Following the May 14 HOME downpayment assistance (DPA) program work session presentation, staff worked with the County Attorney's Office to finalize the program policies and procedures (P&Ps). The program may not be launched without the approval of the policies and procedures that govern the actions of staff, collaborative partners and lending/mortgage requirements.

Staff Recommendations:

Staff recommends approval of this request.

Issues and Opportunities:

Approval of the policies and procedures, to include all program management documents included in the appendices (Section 6 of the policies and procedures) will effectively allow for the HOME downpayment assistance (DPA) program implementation and launch.

Fiscal Impact and Source of Funding:

The HOME funds noted in the table above will be immediately available for use, as expressed in previous and future actions plans.

Required Authorizations:

Pilar Sanchez, TCHHS County Executive

Cc:

Kinski Moss, Chris Gillmore, Prema Gregerson, Trelisha Brown, County Attorney's Office

Jessica Rio, Travis Gatlin, and Michelle Surka, PBO

C.W. Bruner, and Bridgett Bradshaw Purchasing Office

Patti Smith, Kelly Allen, Tracy LeBlanc, and Amy Smith, Auditor's Office

Monique Coleman, Somchan (Ying) Vuthipadadon, Shelley Rowton, Mikaela Manion, and Regina Schroeder HHS

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Consider and take appropriate action to approve a request from the Travis County Facilities Corporation (TCFC), a Texas public facility corporation (PFC) created by the Housing Authority of Travis County (HATC), for an extension on the HHS 18-month construction notice-to-proceed (NTP) requirement relating to a resolution approved on July 22, 2025, for the multifamily development project: The Grandview 620 Apartments. (Judge Brown)

Prepared By/Phone Number: Monique Coleman, Division Manager, 512-854-1604

Elected/Appointed Official or Department Head: Pilar Sanchez

Commissioners Court Sponsor(s): Judge Andy Brown

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

On June 18, 2023, House Bill 2071, as approved by the 88th Legislature, amended Local Government Code Chapter 303, the Public Facility Corporation Act, and established that a public facility corporation ("PFC") must, among other requirements, request approval from a municipality or county government in which the development is located prior to the authorization of a tax exemption for the project.

On July 31, 2024, HHS established an 18-month Construction NTP Rule via memo (see attached, "NTP Rule Memo") sent to the Housing Authority of Travis County ("HATC") and the Travis County Facilities Corporation ("TCFC"), requiring that construction on approved projects begin within one and one-half years from the approval of the resolution.

The Grandview 620 Apartments – provided a letter per the NTP Rule Memo; the Travis County Commissioners Court ("TCCC") approved the PFC resolution on July 22, 2025. The 18-month requirement for construction NTP will be due on January 22, 2027. This project has not started construction at this time, but has a current construction start timeframe of September 2027. A calendar invite has been established to trigger the due-date reminder.

The Request from HATC/TCFC and the Developers:

The request (the reason for this agenda item): HATC/TCFC is asking for an extension on the County's construction NTP requirement.

HATC/TCFC Explanation/Rationale for the Extension:

Explanation submitted via email on July 7, 2026, from Patrick Howard, HATC/TCFC CEO: *"After extensive coordination with TxDOT and Austin Water, the civil engineer for the Grandview 620 Project has submitted design plans for the offsite water and wastewater extensions to the City of Austin for review. While these plans are under*

review, CWS Partners is working with the architect to make minor adjustments to the site plan and expects to begin on-site civil design in the next couple of weeks.

CWS Partners is also developing a Schematic Design package, which includes building elevations for HATC's review, and anticipates completing this in the next few weeks.

Due to delays in coordinating off-site utilities that persisted until recently, CWS Partners has adjusted the project schedule. The new target for submitting the civil site plan to Travis County is now at the end of September, with the submission of building plans expected by January 2027. Construction is currently anticipated to begin in September 2027."

Staff Recommendations:

Staff recommends approval of this request and recommends the Court approve the request of an additional 12 months (12 months from the original January 22, 2027, construction NTP timeframe) to allow the developers to work through the design and approval process as noted herein and provide the construction NTP to Travis County no later than January 22, 2028.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Pilar Sanchez, TCHHS County Executive

cc:

Julie Joe, Georgette Hogarth, Prema Gregerson, Kinski Moss County Attorney's Office

Jessica Rio, Travis Gatlin, and Michelle Surka, PBO

C.W. Bruner, and Bridgett Bradshaw, Purchasing Office

Patti Smith, Kelly Allen, Tracy LeBlanc, and Amy Smith, Auditor's Office

Monique Coleman, HHS

Attachments:

1. 2026-08-04-Agenda Item Memo-PFC Construct NTP-Grandview 620-with backup



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: August 8, 2026

Agenda Language:

Consider and take appropriate action to approve a request from the Travis County Facilities Corporation (TCFC), a Texas public facility corporation (PFC) created by the Housing Authority of Travis County (HATC), for an extension on the HHS 18-month construction notice-to-proceed (NTP) requirement relating to a resolution approved on July 22, 2025, for the multifamily development project: The Grandview 620 Apartments.

Prepared By/Phone Number: Monique Coleman, Supportive Housing Division Director, (512) 854-1604

Elected/Appointed Official or Department Head: Pilar Sanchez, County Executive of Travis County Health and Human Services and AgriLife Extension

Commissioners Court Sponsor(s): Judge Andy Brown and Commissioner

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request and Attachments:

On June 18, 2023, House Bill 2071, as approved by the 88th Legislature, amended Local Government Code Chapter 303, the Public Facility Corporation Act, and established that a public facility corporation ("PFC") must, among other requirements, request approval from a municipality or county government in which the development is located prior to the authorization of a tax exemption for the project.

On July 31, 2024, HHS established an 18-month Construction NTP Rule via memo (see attached, "NTP Rule Memo") sent to the Housing Authority of Travis County ("HATC") and the Travis County Facilities Corporation ("TCFC"), requiring that construction on approved projects begin within one and one-half years from the approval of the resolution.

The Grandview 620 Apartments – provided a letter per the NTP Rule Memo; the Travis County Commissioners Court ("TCCC") approved the PFC resolution on July 22, 2025. The 18-month requirement for construction NTP will be due on January 22, 2027. This project has not started construction at this time, but has a current construction start timeframe of September 2027. A calendar invite has been established to trigger the due-date reminder.

The Request from HATC/TCFC and the Developers:

The request (the reason for this agenda item): HATC/TCFC is asking for an extension on the County's construction NTP requirement.

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytexas.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

Revised 17-12-05

HATC/TCFC Explanation/Rationale for the Extension:

Explanation submitted via email on July 7, 2026, from Patrick Howard, HATC/TCFC CEO: *“After extensive coordination with TxDOT and Austin Water, the civil engineer for the Grandview 620 Project has submitted design plans for the offsite water and wastewater extensions to the City of Austin for review. While these plans are under review, CWS Partners is working with the architect to make minor adjustments to the site plan and expects to begin on-site civil design in the next couple of weeks.*

CWS Partners is also developing a Schematic Design package, which includes building elevations for HATC’s review, and anticipates completing this in the next few weeks.

Due to delays in coordinating off-site utilities that persisted until recently, CWS Partners has adjusted the project schedule. The new target for submitting the civil site plan to Travis County is now at the end of September, with the submission of building plans expected by January 2027. Construction is currently anticipated to begin in September 2027.”

Staff Recommendations:

Staff recommends approval of this request and recommends the Court approve the request of an additional 12 months (12 months from the original January 22, 2027, construction NTP timeframe) to allow the developers to work through the design and approval process as noted herein and provide the construction NTP to Travis County no later than January 22, 2028.

Issues and Opportunities: N/A

Fiscal Impact and Source of Funding: N/A

Required Authorizations: Pilar Sanchez, TCHHS County Executive

cc:

Julie Joe, Georgette Hogarth, Prema Gregerson, Kinski Moss County Attorney’s Office
Jessica Rio, Travis Gatlin, and Michelle Surka, PBO
C.W. Bruner, and Bridgett Bradshaw, Purchasing Office
Patti Smith, Kelly Allen, Tracy LeBlanc, and Amy Smith, Auditor’s Office
Monique Coleman, HHS

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytx.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week’s voting session.

Revised 17-12-05



May 19, 2025

Travis County Health and Human Services
5325 Airport Blvd.
P. O. Box 1748
Austin, Texas 78767

Re: Grandview 620 PFC Approval Prerequisite Certification

Hello,

This letter is being provided to comply with the Travis County Health and Human Services (HHS) Department prerequisite approval requirements for public facility corporations (PFC) seeking Travis County Commissioner Court approval. The developer of Grandview 620 agrees to comply with the following requirements:

1. The developer agrees to begin construction no less than one and one-half (1 and ½) years from the execution date of the PFC approval resolution.
2. All property amenities will be shared equally, and access will be granted without limitations, for all tenants on-site.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jarrett Sullivan", with a long horizontal flourish extending to the right.

Jarrett Sullivan
Marquis Residential Development LLC
512-485-2529 office
512-576-8844 cell
Jsullivan@cwscapital.com



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Consider and take appropriate action on the following grant Letters of Intent, contracts and related special budgets, and permissions to continue:

A. Award Amendment for the FY 2025 Low-Income Home Energy Assistance Act within Health and Human Services.

B. Any other necessary grant applications, letters of support or grant awards attached to Commissioners Court backup for this Agenda item.

Prepared By/Phone Number: Sadia Tirmizi, Grants Manager, (512) 854-9508

Elected/Appointed Official or Department Head: Julie Wheeler

Commissioners Court Sponsor(s): Judge Brown

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

A. The HHS Amendment extends the 2025 LIHEAP grant period to August 31, 2026, and moves \$17,000 from the Health and Safety budget category to the Materials/Labor/Program Support budget category. The grant award remains at \$262,714. This is to ensure HHS will have the ability to expend the grant.

Staff Recommendations:

Grants Administration recommends approval of all items.

Issues and Opportunities:

Please see attached backup.

Fiscal Impact and Source of Funding:

Please see attached backup.

Required Authorizations:

Julie Wheeler, Intergovernmental Relations Officer

Attachments:

1. Item A - Amendment - HHS

GRANTS ADMINISTRATION

TRAVIS COUNTY, TEXAS



700 Lavaca, Ste. 320
P.O. Box 1748
Austin, Texas 78701

MEMORANDUM

TO: Travis County Commissioners Court
FROM: Dashiell Daniels, Grants Administrator
DATE: August 4, 2026
RE: Modification request from Health and Human Services for the FY 2025 Low-Income Home Energy Assistance Program for an amendment.

Travis County Health and Human Services (HHS) has submitted a modification request for the FY 2025 Low-Income Home Energy Assistance Program (LIHEAP) grant award. The modification will amend the existing grant agreement to extend the ending date for the performance period from June 30, 2026 to August 31, 2026. The modification will also amend the agreement to adjust \$17,000 from the Health and Safety budget category into the Materials/Labor/Program support budget category.

This is the fifth amendment for this grant agreement. Prior amendments modified the grant award in the following ways:

Amendment Effective Date	Amendment Changes
April 15, 2025	Allowed \$90,000 of the award to be used for 10 single family 3 kWh solar panel systems.
October 15, 2025	Reduced the award by \$200,000 and shifted funding to Travis County's FY 2025 CEAP grant award.
December 1, 2025	Extended award end date from 12/31/25 to 3/31/26.
March 15, 2026	Extended award end date from 3/31/26 to 6/30/26.
May 15, 2026	Extended award end date from 6/30/26 to 8/31/26.

As of July 14, 2026, \$32,957.42 of the total \$229,756.58 award amount remains available for expenditure. HHS expects the additional time on the performance period will allow them to fully spend down the award's remaining balance.

Grants Administration recommends approval of the modification request and execution of the award amendment.

cc: Pilar Sanchez, Kirsten Siegfried, Ross Stephens, Stephen New, HHS
Tracy Leblanc, Michael Gutierrez, County Auditor's Office
Haseeb Abdullah, County Attorney's Office
Drew Tonjes, Planning and Budget Office



Modification Request Form

Instructions: Please fill out all parts of the form below then have your office or department's elected or appointed official sign the document to indicate awareness and approval of the request. Then submit the form via email at tcgrants@traviscountytx.gov.

Grant Title:	2025 Low-Income Home Energy Assistance Program
Grantor Name:	Texas Department of Housing and Community Affairs
Recipient Department:	Health and Human Services
Project Director:	Ross Stephens
Grant Starting Date:	1/1/2025
Grant Ending Date:	8/31/2026
Amount Awarded:	\$262,714

What is being modified? Check all that apply:

Changes in the scope, objective, or design of the program:	☐
Changes in key personnel:	☐
Changes in sub-recipients:	☐
Changes in the performance period of the award:	☒
Budget adjustments:	☒

Referring to the change requested, what was approved by Commissioners Court?

Previous approved amount of \$262,714. Previous end date was 6/30/2026.

How is the award being modified?

With this amendment 5, TDHCA extends the grant period to now end August 31, 2026. It also moves \$17,000 from the Health and Safety budget category to the Materials/Labor/Program Support budget category. The grant award remains at \$262,714.

Signature of Elected or Appointed Official approving the request:

DocuSigned by: C2EBDB0E4A57441...	Name: Pilar Sanchez Title: County Executive
---	--

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 5 TO CONTRACT NUMBER 81250004459
FY 2025 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE
PROGRAM (CFDA# 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2501TXLIEA
Award Year (Year of Award from HHS to TDHCA): 2025
Unique Entity Identifier Number: GXKLEZK8C7U8

This Amendment No. 5 to Low Income Home Energy Assistance Program ("LIHEAP") Weatherization Assistance Program "WAP" Contract Number. 81250004459 by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department") and Travis County, a political subdivision of the State of Texas ("Subrecipient") hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed FY 2025 LIHEAP WAP Contract Number **81250004459** and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 2. CONTRACT TERM of this contract is hereby amended and replaced in its entirety to read as follows:

This Contract shall commence on **January 01, 2025**, and, unless earlier terminated, shall end on **August 31, 2026** ("Contract Term").
2. Exhibit A. Budget and Performance Statement, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit A.
3. All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.
4. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.
5. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

6. If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.
7. By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.
8. This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
9. This Amendment shall be effective and memorializes an effective date of [May 15, 2026](#).

WITNESS OUR HAND EFFECTIVE: May 15, 2026

SUBRECIPIENT:

Travis County
a political subdivision of the State of Texas

By:
Title:
Date:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 5 TO CONTRACT NUMBER 81250004459 FOR THE
FY 2025 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE
PROGRAM (CFDA# 93.568)

EXHIBIT A

BUDGET AND PERFORMANCE STATEMENT

Travis County
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 262,714.00</u>	LIHEAP FUNDS CURRENTLY AVAILABLE
<u>\$ 0.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 262,714.00</u>	TOTAL ANTICIPATED LIHEAP FUNDS
<u>\$ 0.00</u>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current Contract Term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS

¹

CATEGORIES	FUNDS
² Administration	\$ 18,942.00
³ Materials / Program Support / Labor	\$ 243,772.00
⁴ Health and Safety	\$ 0.00
SUB-TOTAL	\$ 262,714.00
⁵ Training and Technical Assistance	\$ 0.00
TOTAL	\$ 262,714.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

- ¹ Denotes that the Subrecipient must request in writing any adjustment needed to a budget category before the Department will make any adjustments to the budget categories. The only categories that can be reduced are the Administrative, Training and Technical Assistance and/or the Health and Safety categories. Subrecipient is limited to two (2) requested budget revisions during the current Contract Term. **Only those written request(s) from the Subrecipient received at least forty-five (45) days before the end of the Contract Term will be reviewed. The Department may decline to review written requests received during the final 45 calendar days of the Contract Term.**
- ² Denotes maximum for Administrative based on **7.21%** of total allowable expenditures.
- ³ Expenses incurred under Roof Repair will come out of your Materials / Program Support / Labor budget.
- ⁴ Denotes the maximum allowed for Health and Safety expenditures.
- ⁵ Department approved training / travel only.

PERFORMANCE

Work orders must be submitted to weatherization contractors no later than August 30, 2026 for any weatherization activities to be completed under this Contract. All weatherization activities including final inspection must be completed no later than August 31, 2026.

Subrecipient may incur costs associated with the closeout of this Contract. These activities include but are not limited to: payment of invoices, and quality assurance activities for a period not to exceed forty-five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

These costs shall be reported on the final report described in Section 10 of this Contract.

Subrecipient shall provide weatherization program services sufficient to expend the funds under this Contract during the Contract Term. WAP costs per unit (materials, labor, and program support), excluding health and safety expenses, shall not exceed Twelve Thousand and No/100 Dollars (\$12,000.00) per unit without prior written approval from the Department. The cumulative total cost per unit (materials, labor, and program support), shall not exceed the maximum allowable by end of the Contract Term.

Travis County Health and Human Services (TCHHS) is allowed to use up to \$90,000 of this contract to install up to 10 single family 3kWh solar panel systems for income-qualified households.

- Condition of housing stock must be best suited for long-term energy savings for the expected lifespan of the solar panel system.
- TCHHS, and associated contractor(s), must clearly establish ongoing system maintenance and warranty responsibilities with the owner(s) of the applicable housing stock.
- TCHHS, and associated contractor(s), must clearly educate and establish any applicable insurance coverage adjustments with the homeowner, as needed, to best ensure future coverage of the system, for the expected lifespan of the system, is properly covered and insured.



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Consider and take appropriate action on the appointment of Alexandra Lewis to the Austin Travis County Food Policy Board to fill the unexpired term of Andy Smith through February 28, 2031. (Commissioner Morales)

Prepared By/Phone Number: David Salazar, Executive Assistant, 512-854-9280

Elected/Appointed Official or Department Head: George Morales

Commissioners Court Sponsor(s): George Morales III, Travis County Commissioner Precinct Four

Press Inquiries: Hector Nieto, Travis County Public Information Officer, 512-854-8740

Background/Summary of Request:

Upon the resignation of Mr. Andy Smith who was recently reappointed to the Austin/Travis County Food Policy Board, staff reviewed applications for a suitable appointee with experience and expertise with the establishment of sustainable food systems, urban agriculture and farming. Ms. Lewis demonstrates, by virtue of her resume and interest in the community, that her combination of experience and commitment will make her a successful contributor to the Food Policy Board. This appointment would be to fill the unexpired term of Mr. Smith through February 28, 2031.

Staff Recommendations:

Staff recommends appointment of Ms. Alexandra Lewis to the Food Policy Board through February 28, 2031.

Issues and Opportunities:

Appointing Ms. Lewis to the vacant seat would be in the best interest of the County and the SFPB to maintain advocacy for residents of Travis County. Ms. Lewis's experience and appointment would preserve continuity of representation to the board.

Fiscal Impact and Source of Funding:

This action will not increase the Travis County Budget

Required Authorizations:

None

Attachments:

1. Lexie Lewis Resume Business SFPB Appointment_Redacted

Alexandra Lewis

• @cru.umhb.edu • • Round Rock, TX, 78664

Professional Summary: Detail-oriented business student pursuing a B.B.A. in Supply Chain Management with a 4.0 GPA and hands-on experience in production, distribution, and office work. Eager to apply analytical thinking and organizational skills in a logistics-focused position.

EDUCATION

University of Mary Hardin-Baylor

B.B.A. Supply Chain Management/Minor in Communication

Expected June 2029

Belton, Texas

- GPA: 4.0
- Member, Gamma Beta Phi Honor Society

Good Work Austin Culinary Training Program

Sep 2024 – Nov 2024

Austin, Texas

- Completed hands-on training in food production, safety protocols, and commercial kitchen operations
- Prepared large-volume meals in time-sensitive environments, maintaining consistency and quality standards
- Developed foundational skills in baking, food preparation, and presentation within a team-based setting

Hillcrest Private Academy

High School Diploma

June 2023

Online, Round Rock, Texas

- Completed a project-based, self-directed curriculum emphasizing independent learning, time management, and initiative

SKILLS

- Microsoft Office (Word, Excel [basic], PowerPoint, Outlook)
- Google Workspace (Docs, Sheets, Slides)
- Canva (basic design and content creation)
- Data Entry & Basic Data Analysis
- Time Management & Multitasking
- Team Collaboration & Communication

CERTIFICATIONS

Ace Food Handler Certificate

Expires September 25th, 2026

WORK EXPERIENCE

Batch Craft Beer & Kolaches

Baker

Dec 2024 - June 2025

Austin, Texas

- Produced high-volume baked goods while maintaining consistency and quality standards across batches
- Monitored production timing and adjusted workflow to meet daily output goals
- Maintained compliance with food safety and sanitation regulations in a fast-paced environment
- Organized workspace and materials to support efficient and continuous production

Little Ola's Biscuits (Austin Food & Wine Festival)*Event Assistant***Nov 2024***Austin, Texas*

- Supported high-volume food preparation and service during a large-scale public event
- Monitored supply levels and adjusted workflow to meet real-time demand
- Collaborated with team members to maintain efficiency in a fast-paced, high-pressure environment

Papi's Pies*Baker and Line Cook***Oct. 2023 – Apr. 2024***Round Rock, Texas*

- Prepared scratch-made products in a high-demand bakery environment, maintaining speed and accuracy
- Coordinated with team members during peak brunch service to ensure smooth and efficient operations
- Managed prep tasks and ingredient readiness to support continuous workflow during high-volume periods
- Assisted with product assembly and presentation during peak seasonal demand

LEADERSHIP AND LOGISTICS EXPERIENCE

Urban Roots*Food and Leadership Fellow***Oct 2023 – Dec 2023***Austin, Texas*

- Participated in the production, harvesting, and distribution of fresh produce to local communities
- Led groups through scheduled farm operations, ensuring efficiency and task completion
- Tracked, weighed, and packaged produce for community distribution, supporting inventory accuracy
- Identified improvements to program operations, including adding recipes to distribution materials
- Selected as an interviewer for the following cohort, contributing to program selection and evaluation

Youth Rise TX*Communications Cohort Member***Sep 2022 – Aug 2023***Austin, Texas*

- Developed written and visual content for social media and outreach initiatives
- Designed promotional materials and merchandise using digital tools
- Documented events through photography and video for organizational use
- Represented the organization at conferences, strengthening communication and professionalism

Good Work Austin*Alumni Participant***2025-2026***Austin, Texas*

- Engaged with current program participants during alumni events, providing guidance on training and workplace expectations
- Answered questions and shared insights from hands-on culinary and team-based work environments
- Supported program outreach by representing the training experience to prospective participants



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Consider and take appropriate action to approve the appointment of Amanda Wadsworth to the Austin Travis County Food Policy Board. (Judge Brown)

Prepared By/Phone Number: Sara Groff, Special Projects Manager, 512-854-2299

Elected/Appointed Official or Department Head: Andy Brown

Commissioners Court Sponsor(s): Judge Brown

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Consider and take appropriate action to approve the appointment of Amanda Wadsworth to the Austin Travis County Food Policy Board. (Judge Brown)

Staff Recommendations:

Approve

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

N/A

Attachments:

1. AW_FoodPolicyBoard_InterestLetter (2) (2)
2. AW_FoodPolicyBoard_Resume_v3_Redacted

Amanda Wadsworth

Austin, TX • (██████████) • ██████████@gmail.com

July 9, 2026

Dear Judge Brown,

I'm attaching my resume and this letter of interest for the Austin-Travis County Food Policy Board.

I am a lifelong Austinite, and food has been at the center of my professional life for the past 13 years. I founded and built Tiny Pies from the ground up — a multi-channel Austin food business spanning five revenue streams, from retail to wholesale to large scale catering and events. Along the way, I developed real, ongoing partnerships with organizations like the Central Texas Food Bank, Keep Austin Fed, and Mobile Loaves & Fishes — relationships that genuinely shaped how I think about food access and equity in this city. I currently serve on the Keep Austin Fed board.

What I'd most like to bring to the Food Policy Board is something I believe is underrepresented in these conversations: a real working relationship with the business community. I know how to speak that language, open those doors, and help food and corporate partners see that investing in a more equitable food system isn't just good policy — it's good business.

Thank you again for considering my application. I look forward to our conversation. Warmly,

Amanda Wadsworth

Amanda Wadsworth

Austin, TX • [REDACTED] • [REDACTED]@gmail.com

PROFESSIONAL SUMMARY

Austin entrepreneur and civic volunteer with 13 years of direct experience operating a multi-location food business — spanning retail, wholesale, catering, and large-scale event service. Deep, firsthand understanding of the operational, supply chain, and regulatory realities facing food businesses of every size, alongside a genuine interest in food access and equity in the Austin community. Currently serving on the Keep Austin Fed board and an active participant in the City's Food Plan Collaborative process. Brings a builder's mindset, sound budget judgment, and a collaborative leadership style to civic and nonprofit work.

CIVIC & COMMUNITY LEADERSHIP

Board Member, Keep Austin Fed | Austin, TX | 2025 – Present

Serve on the board of a local nonprofit dedicated to food recovery and addressing food insecurity in Austin, contributing operational and business expertise to organizational strategy and growth.

Participant, City of Austin Food Plan Collaborative | Austin, TX

Engaged in city-led community planning sessions focused on Austin's food systems, access, and policy priorities; followed up directly with city food policy staff to support and advance the planning process.

Former Member, Les Dames d'Escoffier — Austin Chapter

Participated in a professional women's organization supporting leaders in food, beverage, and hospitality, with a focus on mentorship and community engagement around food.

PROFESSIONAL EXPERIENCE

Founder & CEO, Tiny Pies | Austin, TX | 2011 – 2024

Founded and led a nationally recognized Austin food brand for 13 years across five locations and five revenue channels — retail, wholesale, e-commerce, catering, and events — managing every aspect of food sourcing, production, distribution, and service.

- Operated within Austin's food production, retail, and health code regulatory environment for over a decade, navigating permitting, health inspections, and food safety compliance across multiple sites.
- Built supply chain and vendor relationships across local and regional food producers, distributors, and grocery and retail partners.
- Led a team of up to 50 employees, with firsthand experience in food industry labor practices, wage structures, and workforce challenges.
- Partnered with major Austin venues and institutions — including the Austin Convention Center, Austin FC Stadium, and UT Austin — on large-scale food service and event programming.
- Managed full P&L and budget oversight for a multimillion-dollar food business, developing a practical, ground-level understanding of the economics of running a food enterprise at scale.

Chief Revenue Officer, Tiny Pies (Post-Acquisition Transition) | Austin, TX | 2024 – 2025

Provided strategic continuity following the company's acquisition, maintaining vendor, client, and community relationships across all locations through the ownership transition.

Co-Founder, Eco Series | Austin, TX | 2008 – 2011

Co-founded and led a speaker and event series bringing together architects, builders, educators, and entrepreneurs for community dialogue on sustainability and innovation in Austin.

Founder & Principal, E3 Properties | Austin, TX | 2007 – 2010

Founded a sustainability-focused residential real estate company, holding a Texas real estate license and representing buyers and sellers across the Austin market.

EDUCATION



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Authorize the County Treasurer to invest County funds. (Judge Brown)

Prepared By/Phone Number: Reagan Grimes, Investment Manager,

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Consider and take appropriate action on budget amendments, transfers and discussions items, including but not limited to the following listed items, and any other necessary budget amendments and transfers attached to Commissioners Court backup for the Agenda item:

- A. Request by Transportation and Natural Resources to establish a new budget of \$1,311,528, comprised of \$1,231,186 in the General Fund (0001) for revenue related to the sale of a property and for tree mitigation and \$80,342 in the Subdivision Parkland Fund (5000) for Parkland Fees
- B. Request from Health and Human Services to establish a new budget in Afterschool Youth Enrichment Fund (0149) of \$2,860 for revenue received by Health and Human Services related to the AmeriCorps Formula Grant for the CAPITAL AmeriCorps Project
- C. Request from the Planning and Budget Office to use \$7,500 of existing internal departmental resources within the General Fund for the purchase of food, beverage, venue and other related costs associated with events connected to the Palm School Community Engagement Plan
- D. Request from Transportation and Natural Resources (TNR) to transfer \$426,469.83 for the third quarter of Fiscal Year 2026 in Lower Colorado River Authority (LCRA) park fees to the General Fund (0001), representing net park fees as included in the annual revenue estimate provided by the County Auditor's Office
- E. Request from the Community Legal Services (CLS) Department to transfer \$1,802,289, which is \$302,289 above a \$1,500,000 Earmark against the Allocated Reserve, to CLS Legally Mandated Fees (Department 189) to cover anticipated legally mandated fees for indigent criminal defense for the remainder of Fiscal Year 2026
- F. Request from Pretrial Services to transfer \$476,197 from a \$500,000 Earmark against the Allocated Reserve to cover anticipated expenditures for court mandated Electronic Monitoring Devices for the remainder of Fiscal Year 2026

Prepared By/Phone Number: Miguel Segura, Planning and Budget Analyst II, (512) 854-1746

Elected/Appointed Official or Department Head: Jessica Rio

Commissioners Court Sponsor(s): Commissioner Shea

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Please see attached documentation.

Staff Recommendations:

PBO recommends approval of these items.

Issues and Opportunities:

Please see attached documentation.

Fiscal Impact and Source of Funding:

Please see attached documentation.

Required Authorizations:

Jessica Rio, County Executive, Planning and Budget Office
Travis Gatlin, Budget Director, Planning and Budget Office

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Request by Transportation and Natural Resources to establish a new budget of \$1,311,528, comprised of \$1,231,186 in the General Fund (0001) for revenue related to the sale of a property and for tree mitigation and \$80,342 in the Subdivision Parkland Fund (5000) for Parkland Fees

Prepared By/Phone Number: Miguel Segura, Planning and Budget Analyst II, (512) 854-1746

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Request from Health and Human Services to establish a new budget in Afterschool Youth Enrichment Fund (0149) of \$2,860 for revenue received by Health and Human Services related to the AmeriCorps Formula Grant for the CAPITAL AmeriCorps Project

Prepared By/Phone Number: Miguel Segura, Planning and Budget Analyst II, (512) 854-1746

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Request from the Planning and Budget Office to use \$7,500 of existing internal departmental resources within the General Fund for the purchase of food, beverage, venue and other related costs associated with events connected to the Palm School Community Engagement Plan

Prepared By/Phone Number: Miguel Segura, Planning and Budget Analyst II, (512) 854-1746

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Request from Transportation & Natural Resources (TNR) to transfer \$426,469.83 for the third quarter of Fiscal Year 2026 in Lower Colorado River Authority (LCRA) park fees to the General Fund (0001), representing net park fees as included in the annual revenue estimate provided by the County Auditor's Office

Prepared By/Phone Number: Miguel Segura, Planning and Budget Analyst II, (512) 854-1746

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Request from the Community Legal Services (CLS) Department to transfer \$1,802,289, which is \$302,289 above a \$1,500,000 Earmark against the Allocated Reserve, to CLS Legally Mandated Fees (Department 189) to cover anticipated legally mandated fees for indigent criminal defense for the remainder of Fiscal Year 2026

Prepared By/Phone Number: Miguel Segura, Planning and Budget Analyst II, (512) 854-1746

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Request from Pretrial Services to transfer \$476,197 from a \$500,000 Earmark against the Allocated Reserve to cover anticipated expenditures for court mandated Electronic Monitoring Devices for the remainder of Fiscal Year 2026
(Commissioner Shea)

Prepared By/Phone Number: Miguel Segura, Planning and Budget Analyst II, (512) 854-1746

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Receive bids from County Purchasing Agent. (Commissioner Travillion)

Prepared By/Phone Number: Molly Wright, Operations Specialist I,

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

As per LGC 262, the officer in charge of opening bids shall present them to the Commissioner Court in session. See attached summary of Bid(s) available for inspection. Opened bids are subject to disclosure under Chapter 552 of the Government Code.

Staff Recommendations:

Accept bid(s).

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Attachments:

1. 08-04-26, TCPO Bids Memo
2. 08-04-26, TCCC Food Memo

Travis County Purchasing Office

C.W. Bruner, PMP, CPPB

Purchasing Agent



Memorandum

To: Gillian Porter
Commissioners Court Minutes

From: Molly Wright
Purchasing Office

Date: July 17, 2026

Subject: **BIDS FOR VOTING SESSION August 4, 2026**

Bids were scheduled for the week of July 13, 2026, with no responses.

Please call ext. 46105, if any questions arise on this matter.

Thank you.

/MW



Sally Hernandez, Travis County Sheriff
MEMORANDUM

Date: July 16, 2026
To: Admin Team, Purchasing Office
From: Ruth Porter, Finance
Subject: TCCC Kitchen Food for Voting Session

TCCC Kitchen does not have food requisitions for the weeks of from July 11 – July 16, 2026.

Please call if you have any questions.

Thank you,

Ruth Porter

cc: Maria Wedhorn, Financial Manager
Rachel Fishback, Purchasing Operations Division Director
Sara Kassem, Purchasing Lead Procurement Officer
File



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Approve contract award for LedgeStone Terrace at Pen Creek Tributary Drainage Improvements Project, IFB No. 195-GC, in the amount of \$1,150,654.00, to the lowest responsive bidder, Packsaddle Management, L.L.C. (Transportation & Natural Resources) (Commissioner Travillion)

Prepared By/Phone Number: Geri Castaneda, Procurement Specialist III, 512-854-1754

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

This project consists of the replacement of an undersized cross culvert and related improvements under LedgeStone Terrace at the Pen Creek Tributary.

On April 3, 2026, IFB No. 195-GC was issued via BidNet, and opened on May 1, 2026. A total of eighteen (18) vendors downloaded the solicitation, and six (6) bids were received. Transportation and Natural Resources (TNR) has reviewed the bids and recommends an award to the low bidder, Packsaddle Management, L.L.C. in the amount of \$1,150,654.00.

Solicitation Information:

Number of Vendors Viewed in BidNet: 18

Number of Responses Received: 6

Contract Information:

Contract No.: 4400008690

Contractor Name: Packsaddle Management, L.L.C.

Contract Award Amount: \$1,150,654.00

Contract Period: Through completion

Staff Recommendations:

Transportation and Natural Resources recommends approval of this contract with Packsaddle Management, L.L.C, Inc. in the amount of \$1,150,654.00.

Purchasing Comments:

The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

Funds Reservation #: 200003088

Required Authorizations:

N/A

Attachments:

1. Agenda_Request_857
2. EthicsDisclosureForm
3. Dept Memo_award request LedgeStone Terrace
4. 195-GC Bid Tabulation
5. 4400008690, Contract



Travis County Commissioners Court Voting Session HUB Program Summary

Recommended Respondent(s)

Contractor Name	Prime HUB Type	Local Vendor	Project-specific Goal	HUB Subcontractor Percentage	Non-HUB Subcontractor Percentage	Self-Performing Prime?
Packsaddle Management, LLC	Non-HUB	No	9.89%	13.63%	0.00%	No
Good Faith Effort (GFE) Met?	Pass: Respondent meets or exceeds the overall HUB goal by subcontracting to HUBs.					

Travis County Purchasing Office

Ethics Disclosure Form

Project Number: 195-GC

Jared White dba Packsaddle Management, LLC

Vendor Contact: Jared White

Email: jwhite@packsaddlemanagement.com

Phone: (512) 966-7221

Political Contributions

None

Lobbying Activities

None

TRANSPORTATION AND NATURAL RESOURCES

CYNTHIA C. MCDONALD, COUNTY EXECUTIVE

Travis County Administration Building
700 Lavaca Street-5th Floor
P.O. Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697



May 13, 2026

MEMORANDUM

TO: C.W. Bruner, PMP, CPPB, Purchasing Agent
FROM: Robert Valenzuela, P.E., TNR Public Works Director
SUBJECT: Ledgestone Terrace at Pen Creek, IFB No. 195-GC
Construction Contract Award Request

Signed by:

Robert Valenzuela

0874DC07BD7F4D8...

The following information is for your use in preparing an agenda item for Commissioners' Court action. Please contact either me at (512) 854-9383 or Miguel Villarreal, P.E., Project Manager at (512) 854-7586 if you have any questions or need additional information.

Proposed Motion:

Consider and take appropriate action on TNR's request to award a construction contract for the Ledgestone Terrace at Pen Creek Tributary Drainage Improvements Project, in Precinct 3, with Packsaddle Management, LLC.

Summary and Staff Recommendations:

This project consists of the replacement of an undersized cross culvert and related improvements under Ledgestone Terrace at the Pen Creek Tributary. Ledgestone Terrace is the only way in and out for several residences in the area.

The Purchasing Office advertised this project for construction services on April 3, 2026, held a pre-bid meeting on April 8, 2026, and opened bids on May 1, 2026. The estimated construction cost was \$ 2,089,787.40, which includes Tree Mitigation and Contingency costs.

Bids were received from six (6) contractors. The lowest bidder is Packsaddle Management, LLC. TNR recommends awarding the contract to Packsaddle Management, LLC in the amount of \$1,150,654.00.

TNR recommends approval of a construction contract award with Packsaddle Management, LLC.

Budgetary and Financial Information:

The requested amount of \$1,150,654.00 has been reserved on CN#200003088.

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Issues and Opportunities:

This project will provide construction services to improve the low-water crossing on LedgeStone Terrace at Pen Creek tributary.

Attachment:

Bid Tabs All LedgeStone1.xlsx

cc: Jorge Talavera, Andy Carey, Geri Castaneda, Purchasing Office
Tanner Voelkel, Camille Cortez-Lee, CIPFinance@traviscountytexas.gov, TNR Finance
Kondala Rao Mantri, P.E., PTOE, Miguel Villarreal, P.E., TNR Public Works
Jessy Milner, PMP, Program Manager Consultant

IFB # 195-GC TABULATION REPORT						
	Packsaddle Management, LLC	Dalrymple Gravel & Contracting	Myers Concrete Construction	E-Z Bel Construction	Jerdon Enterprise	Muniz Concrete & Contracting Inc.
Totals	\$ 1,150,654.00	\$ 1,480,380.30	\$ 1,737,075.58	\$ 1,691,463.70	\$ 1,769,893.34	\$ 2,234,768.00

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and Packsaddle Management, L.L.C., a Texas limited liability company (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns. The Contractor and the County are sometimes referred to as the "Parties."

WHEREAS, the County desires to enter into a contract for the construction of LEDGESTONE TERRACE AT PEN CREEK TRIBUTARY DRAINAGE IMPROVEMENTS PROJECT in Travis County, Texas, in accordance with applicable law and the Contract Documents, including the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), the Better Builder Project Documents, the General Conditions, the Supplementary Conditions, and the Specifications and Plans for the LEDGESTONE TERRACE AT PEN CREEK TRIBUTARY DRAINAGE IMPROVEMENTS PROJECT, 195-GC, all of which are incorporated herein, by reference.

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Construction Contract, the Contractor shall proceed to construct the LEDGESTONE TERRACE AT PEN CREEK TRIBUTARY DRAINAGE IMPROVEMENTS PROJECT in Travis County, Texas, in accordance with the Construction Contract to the satisfaction of the County Executive of the Transportation and Natural Resources Department of Travis County, Texas.

This Construction Contract represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within fourteen (14) calendar days, from the date of execution of this Construction Contract, and to complete the work within one hundred fifty-one (151) calendar days, after receiving a written "Notice to Proceed"

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$1,150,654.00 consisting of \$667,379.32 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$483,274.68 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within 30 calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor must maintain internal records to verify the division. The Contractor must make these records available upon the request of the Travis County Auditor.

This Construction Contract will be construed according to the laws of the State of Texas. The performance for this Contract must be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project will be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The Effective Date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the County or the Contractor.

IN WITNESS WHEREOF, the parties have executed this Construction Contract as of the date(s) set forth below.

TRAVIS COUNTY, TEXAS

PACKSADDLE MANAGEMENT, L.L.C.

By: _____
Travis County Judge

Signed by:
By: Jared White
76679DED913D4C2...

Date: _____

Printed Name: Jared White

Title: Project Manager

Authorized Representative

Date: 7/11/2026

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Patti Smith, CPA
Travis County Auditor

APPROVED AS TO PURCHASING POLICIES AND PROCEDURES:

By: _____
C.W. Bruner, PMP, CPPB
Travis County Purchasing Agent

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GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ITEM 1 STANDARD INSTRUCTIONS AND DEFINITIONS

- 1.01 Definitions - Wherever in these General Conditions, the specifications, or other contract documents, the following terms, abbreviations, or pronouns are used, the intent and meaning will be interpreted as follows:

Abbreviations

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute
API	American Petroleum Institute
AREA	American Railroad Engineers Association
ASTM	American Society for Testing Materials
AWG	American Wire Gage
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preservers Institute
AWS	American Welding Society
DFPA	Douglas Fir Plywood Association
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
ITE	Institute of Transportation Engineers
NBFU	National Board of Fire Underwriters
NEC	National Electrical Code (Published By NBFU)
NEMA	National Electrical Manufacturers Association
NFPA	National Forest Products Association
OSHA	Occupational Safety and Health Administration
SFPA	Southern Forest Products Association
SPIB	Southern Pine Inspection Bureau
TMUTCD	TX Manual on Uniform Traffic Control Devices for Streets and Highways
TXDOT	Texas Department of Transportation
TCEQ	Texas Commission on Environmental Quality
UL	Underwriters Laboratory, Inc.
WWPA	Western Wood Products Association

- 1.02 Certificate of Insurance
Proof of insurance in an approved form covering standard insurance requirements.

- 1.03 Change Directive
A written directive to the Contractor, signed by the Owner, ordering a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Amount or Contract Time, or both. A Change Directive may be used in the absence of total agreement on the terms of a Change Order. A Change Directive does not change the Contract Amount or Contract Time, but is evidence that the parties expect that the change directed or documented by a Change Directive will be incorporated in a subsequently issued Change Order.

- 1.04 Change Orders
Written agreements entered into between Contractor and Owner authorizing an addition, deletion, or revision to the Contract, issued on or after the Execution date of the Agreement.
- 1.05 Commissioners Court
The duly elected County Judge and four County Commissioners; the legally constituted governing body of Travis County.
- 1.06 Construction Administrator
The Consulting engineering firm hired by the County to prepare sealed plans and specifications or such other firm or entity as the County may designate, if any. The County reserves the right to perform this function with its own personnel, in whole or in part, at any time during the term of the Contract.
- 1.07 Construction Site Notice
The Construction Site Notice ("CSN") is a standard form promulgated by TCEQ and prepared by the County that is required for the Storm Water Pollution Prevention Plan ("SWP3"). The CSN must be posted and maintained on the construction site throughout construction of the project until final site stabilization is completed.
- 1.08 Contract
The Construction Contract between the County and the Contractor covering the furnishing of materials and performance of the work. The Contract consists of the Contract Documents identified into the Construction Contract, together with any Supplemental Agreements approved by authorized representatives of the County and the Contractor.
- 1.09 Contract Time
The total number of calendar days following issuance of the Notice to Proceed allowed for the Contractor to achieve Substantial Completion of the work as defined by the Contract. When any period is referred to in days, it will be computed to exclude the first and include the last day of such period.

For all time periods in the Contract, if the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days will be omitted from the computation.
- 1.10 Contractor
The individual, firm, corporation, or any combination thereof with which the contract is made by the County.
- 1.11 County
Travis County, a political subdivision of the State; Owner.
- 1.12 Department
The Texas Department of Transportation ("TxDOT").
- 1.13 Engineer
The Travis County Engineer designated by The Public Works Director of the Travis County Transportation and Natural Resources Department ("TNR") or an authorized representative.
- 1.14 Field Order
A written order issued by the Owner's Representative which orders minor changes in the Work and which does not involve a change in the Contract Amount or the Contract Time.
- 1.15 Highway, Roadway, Street, or Road
A general term denoting a public way for purposes of vehicular travel, the movement of people, distribution of goods, and provision of essential services, including the entire area within the right of way.

- 1.16 Inspector
The authorized representative of the Engineer assigned to supervise and inspect any or all parts of the work and the materials to be used therein.
- 1.17 Laboratory
Any qualified commercial laboratory that may be designated or approved by the Engineer.
- 1.18 Notice to Proceed
A written notice given by the Travis County Purchasing Agent to the Contractor fixing the date on which the contract time will commence to run and on which the Contractor is allowed to perform the work under the contract documents.
- 1.19 Owner
Travis County, a political subdivision of the State of Texas.
- 1.20 Owner's Representative
The designated representative of the Owner.
- 1.21 Payment Bond
The security furnished by the Contractor solely for the protection of claimants, as defined by law, supplying labor and materials for the prosecution of the work in accordance with the terms of the contract.
- 1.22 Performance Bond
The security furnished by the Contractor to guarantee the completion of the work in accordance with the terms of the contract.
- 1.23 Plans
The drawings included in the bid documents and any subsequent drawings approved by the Engineer or true reproductions thereof which show the location, character, dimensions, and details of the work and which are a part of the contract.
- 1.24 Project
The specific section or sections of the proposed public improvement together with all appurtenances and construction to be performed thereon under the contract.
- 1.25 Purchasing Agent
The Purchasing Agent for the County who reports to the Travis County Purchasing Board and the Purchasing Agent's designated representatives.
- 1.26 Resident Project Representative
The individual representing the owner, sometimes selected from the design professional's firm, who administers the construction contract and monitors progress and the relationship among the project site personnel.
- 1.27 Right of Way
The land provided for a highway or other public utility or conveyance.
- 1.28 Screens and Sieves
Have the meanings defined by the ASTM.
- 1.29 Specifications
The directions, provisions, and requirements contained herein, supplemented by such special provisions as may be issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the contract. In the event that a technical specification is not included or when additional work is required, the relevant provisions of the TxDOT Standard Specifications will apply. Where the phrases "or directed by the Engineer," "ordered by the Engineer," or "to the satisfaction of the Engineer" occur, it is to be understood that the directions, orders, or instructions to which they relate are within the limitations of, and authorized by the contract. Special provisions will cover work pertaining to a

particular project and included in the Bid Proposal but not covered by the Specifications. Where reference is made to specifications of ASTM, AASHTO, or Bulletins and Manuals of the Department, it will be construed to mean the latest standard or tentative standard in effect on the date of the bid.

- 1.30 Storm Water Pollution Prevention Plan ("SWP3")
The portions of the plans and specifications in the bid documents which are included to meet the regulatory requirements of the TCEQ General Permit TXR150000 For Storm Water Discharges From Construction Activities, and corresponding requirements in the Travis County MS4 Permit TXR040327 and Storm Water Management Program ("SWMP") approved by TCEQ. The measures and controls in the SWP3 are required to be implemented by the Contractor to prevent storm water and pollutant discharges from the Project construction activities to the maximum extent practicable ("MEP").
- 1.31 State
The State of Texas.
- 1.32 Substantial Completion
The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so OWNER can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by OWNER.
- 1.33 Superintendent
The representative of the Contractor authorized to receive and fulfill instructions from the Engineer, stationed at the Project site full time, and who must supervise and direct the construction.
- 1.34 Supplemental Agreements
Written agreements entered into between the Contractor and the County and approved by the Surety, covering alterations and changes in plans which are necessary to the proper completion of the work.
- 1.35 Surety
The corporate body or bodies bound with and for the Contractor for the faithful performance of the work covered by the contract and for the payment for all labor and material supplied in the prosecution of the work.
- 1.36 The Work
The work must include the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all duties and obligations imposed by the contract.
- 1.37 Working Day
A Working Day is a calendar day, other than Saturdays, Sundays, or the 12 Legal Holidays designated by the Travis County Commissioners Court. The Owner will only provide Inspectors on Working Days. The Contractor may only work on Saturdays, Sundays, or Legal Holidays upon prior written permission from the Engineer, and only on work activities which do not require Inspectors at the project. The term Working Day is interchangeable with the term "Business Day" as both terms have the same meaning.
- 1.38 Working Hours
All construction work must be done between 7:00 a.m. and 6:00 p.m. unless otherwise authorized by the Owner's Representative or Engineer.

ITEM 2

RESERVED

ITEM 3

COMMENCEMENT OF THE WORK

3.1 Beginning of Work

The Contractor must commence construction within 14 calendar days after the effective date of the written "Notice to Proceed." The County will prepare the Construction Site Notice ("CSN") required for the SWP3 and give a copy to the Contractor to post on the Project site at least 7 calendar days prior to beginning construction clearing and grading activities. The County will post the CSN initially if necessary for instances when the Notice to Proceed is issued less than 7 calendar days before the commencement of clearing or grading activities. The CSN must remain posted by the Contractor throughout the Project construction in the place where the Contractor posts and maintains other notices and permits required for the Project. Prior to beginning grading and clearing construction activities, the first phase of erosion and sedimentation controls and all tree fencing required in the SWP3 must be installed by the Contractor. A field pre-construction meeting must be held with the Contractor and the County to verify the first phase of these controls is correctly in place prior to the Contractor beginning grading and clearing activities.

3.2 Antitrust

The successful bidder, by virtue of signing the contract, assigns to the County any and all claims for overcharges associated with the contract which arise under the antitrust laws of the United States, 15 U.S.C.A., Section 1 et seq.

3.3 Conflict of Interest Questionnaire

If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751, prior to commencement of the work. If any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire not later than the seventh working day after the date of the event that caused the statement to become incomplete or inaccurate. The Contractor should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

ITEM 4

SCOPE OF WORK

4.1 Intent of Plans and Specifications

It is the intent of the plans and specifications to describe a completed work to be performed under the contract. Unless otherwise provided, the Contractor must furnish all materials, supplies, tools, equipment, supervision, and labor necessary for the proper prosecution and completion of the work.

4.2 Changes and Alterations

The Engineer has the right to make changes and alterations in the plans as may be considered necessary or desirable. Such changes and alterations will not be considered as a waiver of any condition of the contract, nor will they invalidate any of the provisions thereof. The Contractor must perform the work as changed or altered.

Necessary work resulting in a substantial change in the character of the work will be, upon demand of either party to the contract, considered as "Extra Work." Changes made for the convenience of the Contractor will not be considered "Extra Work."

A substantial change in the character of the work is defined as:

- (a) A required change in design or specifications which materially affects the unit cost of an item, or

- (b) A required change in the plans which requires the Contractor to repeat work previously completed, or
- (c) A required change in the construction methods for a contract item which significantly increases or decreases the amount of equipment, labor, or subordinate materials required to complete the item of work.

Increases or decreases in the quantity of work or materials to be furnished under an item in the contract and placed in accordance with the contract specifications and plan requirements will not be considered as a change in the character of the work but will be considered under Paragraph 4.13 (Increases and Decreases in Quantity of Work) below.

4.3 Extra Work

Work made necessary by changes and alterations of the plans or for other reasons for which no prices are provided in the contract will be defined as "Extra Work" and must be performed by the Contractor in accordance with appropriate specifications and as directed by the Engineer; however, the Contractor must not begin any extra work until the County executes a Change Order, Change Directive, Field Order or Force Account Agreement.

4.4 Change Orders

The Owner and the Contractor will execute appropriate written Change Orders to cover: (1) a change in the work; (2) the amount of the adjustment in the Contract Amount, if any; and (3) the extent of the adjustment in the Contract Time, if any. An executed Change Order must show the complete, equitable, and final amount of adjustment in the Contract Amount and/or Contract Time owed to the Contractor or the Owner as a result of the occurrence or event causing the change in the Work encompassed by the Change Order.

4.5 Change Directives

Without invalidating the Contract, Owner may, by written Change Directive, using a mutually agreed basis for adjustment of Contract Amount and Contract Time, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. A Change Directive is for Work where no bid price is available in the Contract or the conditions do not allow time for the process of a formal Change Order. A subsequent Change Order must be processed as soon as the adjusted amount of Work, Contract Amount and Contract Time can be defined; however, in no case will the Change Order be processed later than 7 business days after the completion of the changes. A Change Directive must not be used for changes which may result in an increase of more than \$5,000 in Contract Amount unless approved in writing by the Engineer.

4.6 Field Orders

Owner's Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment of the Contract Amount or Contract Time and are compatible with the design concept of the completed project as a functioning whole as indicated by the contract documents. These must be accomplished by written Field Order and will be binding on Owner and on Contractor who must perform the work involved promptly. If Contractor believes that a Field Order would require an adjustment in Contract Amount or Contract Time, Contractor must not perform the work covered by the Field Order until a written Change Directive or Change Order is approved. If the Field Order resulted in changes on the construction drawings, the changes must be redlined on the Inspector's set of construction drawings and incorporated into the final as-build drawings.

4.7 Maintenance of Detours

The Contractor must do such work as may be necessary to provide and maintain detours and facilities for safe public travel in accordance with the plans and these specifications. The Contractor must provide and maintain in passable condition, as specified under Paragraph 7.6 (Public Safety and Convenience) and 7.7 (Barricades and Danger, Warning, and Detour Signs, and Traffic Handling): (1) such temporary roads and structures as may be necessary to accommodate public travel, and (2) temporary approaches and crossings of intersecting highways.

4.8 Rights in and Use of Materials Found on the Right of Way

The Contractor may, if approved by the Engineer, use in the work any suitable stone, gravel, or sand found in the excavation and will be paid for the excavation of such materials at the contract

price bid. However, the Contractor must replace, at its own expense, any materials it removed that were intended for use in embankments, backfill, approaches, or elsewhere with other suitable materials. No charge for materials so used will be made against the Contractor unless the Contractor fails to replace the removed materials with other suitable materials. The Contractor must not excavate or remove any material from within the right-of-way or easements which is not within the excavation, as indicated by the slope and grade lines, without prior written authorization from the Engineer.

4.9 Final Cleaning Up

Upon completion of the work and before acceptance and final payment is made, the Contractor must clean, remove rubbish and temporary structures from the right of way and easements, restore in an acceptable manner all property which has been damaged during the prosecution of the work, and leave the site of the work in a neat and presentable condition throughout. All final cleaning up and site stabilization must be in conformance with the approved SWP3 for the Project.

Upon the completion of any structure, all excess materials, cofferdams, construction buildings, temporary structures, and debris and sediment resulting from construction must be removed. Where work is in a stream, all debris and sediment must be removed to the ground line of the bed of the stream, and the stream channels, structure, and highway left unobstructed and in a neat and presentable condition. Materials cleared from the right of way and deposited on property off the project right-of-way will not be considered as a satisfactory method of disposal, unless approved by the Engineer. A letter provided by the Contractor and signed by the property owner allowing disposal of material is required, as well as documentation that placement of this fill complies with all permitting requirements of the County and any other applicable governmental jurisdictions, before the Engineer will approve the disposal of material on property off the right-of-way. No direct payment will be made for this work, its cost being included in the unit prices bid. The Contractor is responsible for securing all applicable permits.

4.10 Storm Water Pollution Prevention Plan ("SWP3") and Environmental Management

The Contractor must manage and maintain the entire construction site in accordance with the approved SWP3 and all applicable environmental, health, and safety regulations, in order not to negatively impact the environment. The Contractor must employ personnel that have the necessary experience, qualifications, and training to install, inspect, and maintain the controls and measures required in the SWP3. The SWP3 includes sediment controls and other structural and non-structural practices to prevent discharges of sediment and other pollutants to adjacent waterways and off-site areas. The SWP3 also includes delineation of the limits of construction, clearing, temporary spoils storage, permanent spoil disposal, staging areas, and haul roads. Areas where construction has temporarily ceased must be stabilized in accordance with the SWP3 and General Permit. Final stabilization of the Project Site is required, including seeding, watering, and other measures to re-establish grass cover. Preservation and fencing of all trees designated to be saved is required in accordance with the plans. Other SWP3 measures include construction site entrance and exit controls; dust control; solid waste management and disposal; controls for de-watering, concrete truck wash-out, and work adjacent to streams; spill prevention and control; proper industrial and hazardous materials use, storage, and disposal, etc.. Other environmental, health, and safety requirements in addition to the SWP3-related items include proper management of site burning and abatement and mitigation of excessive or unnecessary construction noise.

4.11 Removal and Disposal of Structures and Obstructions

All fences, buildings, and structures of any character not necessary to the construction of the work or other obstructions upon or within the limits of the right of way must be removed by the Contractor and disposed of as directed. Unless otherwise provided in the contract, the removal and disposal of such structures and obstructions must be performed by the Contractor at its own expense and will be considered incidental to other items of the contract. However, all utility lines along and across the right of way, must be protected by the Contractor. The respective owners of any utility line in conflict with the work herein provided must remove and/or adjust such line at no cost to the Contractor.

4.12 "Or Equal" Clause

Whenever a material or article required is specified or shown on the plans, by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and

satisfactory, provided the material or article so proposed is of equal substance and function and is approved in writing by the Engineer.

4.13 Increases and Decreases in Quantity of Work

The Engineer will have the right to increase or decrease the quantities of the work, as may be considered necessary or desirable. Such increases or decreases will not be considered as a waiver of any condition of the contract, nor will they invalidate any of the provisions thereof. The Contractor must perform the work as increased or decreased. Payment to the Contractor for contract items will be made for the actual quantities of work done or material furnished at the unit prices set forth in the contract, except as provided (1) in specification items requiring plan quantity payment, (2) for changes in the character of the work, and (3) for overruns and under-runs of major items.

A major item is defined as any individual bid item included in the bid that has a total cost equal to or greater than 5 percent of the original contract or \$100,000, whichever is less.

When the quantity of work to be done or the quantity of material to be furnished under any major item of the contract is more than 120 percent of the quantity stated in the bid, then either party to the contract, upon demand, is entitled to revised consideration on the portion of work above 120 percent of the quantity stated in the bid.

When the final quantity of work done under any major item of the contract is less than 80 percent of the quantity stated in the bid, the adjusted unit price to apply to the final quantity of work performed under the Item will be determined by multiplying the unit bid price by the factor obtained from Table I. In no instance will the product of the adjusted price and the final quantity of work exceed the product of the original contract unit price and 80 percent of the original contract quantity, and in no instance will the unit price be adjusted to more than 125 percent of the original contract unit price.

TABLE I			
% Increase	Factor	% Decrease	Factor
20-24	1.01	60	1.13
25-28	1.02	61	1.14
29-32	1.03	62	1.15
33-35	1.04	63	1.16
36-38	1.05	64	1.17
39-41	1.06	65	1.18
42-44	1.07	66	1.19
45-47	1.08	67	1.20
48-50	1.09	68	1.21
51-53	1.10	69	1.22
54-56	1.11	70	1.23
57-59	1.12	71	1.24
		72 and over	1.25

ITEM 5

CONTROL OF THE WORK

5.1 Authority of Engineer

The work will be observed, tested, and inspected by the Engineer and must be performed to Engineer's satisfaction, in accordance with the contract, plans, and specifications. The Engineer will decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; the manner of performance and rate of progress of the work; the interpretations of the plans and specifications; and the acceptable fulfillment of the contract on the part of the Contractor. The Engineer's decisions are final, and Engineer has executive authority to enforce and make effective such decisions and orders.

5.2 Authority of Construction Administrator

The Construction Administrator will act on all technical questions arising under the terms of the contract between the parties thereto, and, along with the Engineer, has authority for the purpose of resolving technical matters.

5.3 Plans

The plans will show in detail the work to be accomplished under the contract. When supplementary plans, shop drawings, shop details, erection drawings, working drawings, or other drawings are required, they must be furnished by the Contractor, and approved by the Engineer prior to the beginning of the work involved. These drawings must be in standard English units and must be in the English language. Authorized alterations will be approved by endorsement on the plans or shown on supplementary sheets. The approval by the Engineer of the Contractor's working drawings will not relieve the Contractor of any responsibility under the contract.

It is the responsibility of the Contractor to verify all quantities of materials shown on the plans before ordering same, as payment is provided for acceptable materials completely in place, and materials rejected due to improper fabrication or excess quantity or for other reasons within the control of the Contractor will not be paid for regardless of the quantities or dimensions shown on the plans. The Engineer, when requested, may check any or all material orders prepared by the Contractor, but such check will not relieve the Contractor of responsibility.

5.4 Conformity with Plans, Specifications, and Special Provisions

All work performed and all materials furnished must conform with the lines, grades, cross sections, dimensions, details, gradations, and physical and chemical characteristics of materials in accordance with tolerances shown on the plans or indicated in the specifications and special provisions unless otherwise directed by the Engineer.

In the event the Engineer finds that the work performed or the materials used do not conform with the plans, specifications, and special provisions, the affected material or product must be removed and replaced or otherwise satisfactorily corrected by and at the expense of the Contractor.

Deviations from the plans and approved working drawings as may be required will in all cases be determined by the Engineer and, if approved, will be authorized in writing by the Engineer.

5.5 Coordination of Plans, Specifications, Special Provisions, and Standard Instructions to Bidders

The specifications, accompanying plans, special provisions, standard instructions to bidders, and supplemental agreements are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. In the event that a technical specification is not included or when additional work is required, the relevant provisions of the TxDOT Standard Specifications or City of Austin Standard Detail or Specifications, as dictated by the Engineer, will apply. They are intended to be cooperative and to describe and provide for a complete work. In cases of disagreement, figured dimensions will govern over scaled dimensions, specifications will govern over plans, and special provisions will govern over both specifications and plans.

5.6 Cooperation of Contractor

The Contractor will be supplied with four copies of the plans, specifications, and special provisions, and it must have available at the work site at all times one copy of each. It must give the work its constant attention to facilitate the progress thereof and must cooperate with the Engineer in every way possible. The Contractor must have at all times a satisfactory and competent English-speaking Superintendent at the work site authorized to receive orders and to act for on behalf of the Contractor. The Contractor must designate to the Engineer in writing the name of such Superintendent, and such Superintendent must be furnished by the Contractor regardless of how much of the work may be subcontracted.

5.7 Control Stakes

It is the responsibility of the Contractor to construct the work to the position and elevations as set out on the plans and approved changes. A fully controlled, referenced, and monumented traverse line and a calculated centerline of the project have been established by the County. Survey information concerning the traverse line will be furnished to the Contractor. It is the Contractor's responsibility to perform centerline staking from reference ties (coordinates) to the control traverse and perform all other surveys required for construction based on the centerline.

The Contractor must provide a qualified and experienced force to perform this work and must keep the Engineer informed a reasonable time in advance of the time and place it intends to work. Copies of all cut sheets must be furnished to the inspector when issued by the Contractor.

The Engineer may, at his option, make spot or complete checks on all construction alignment and grades to determine the accuracy of the Contractor's survey work. These checks will not relieve the Contractor of its responsibility for constructing the work to the positions and elevations as shown on the plans or approved changes. Computations, sketches, and other drawings used in the design and layout of this project made available to the Contractor will not relieve the Contractor of its responsibility as set out above.

The Contractor must furnish all stakes and other materials necessary to set and preserve control points for alignment and grade.

The Contractor is responsible for the preservation of all control and right-of-way points established by the Engineer and if, in the opinion of the Engineer, any stakes or bench marks have been carelessly or willfully destroyed or disturbed by the Contractor, they must be replaced by the Contractor or the cost of replacing them will be charged against the Contractor and deducted from the payment for the work.

No direct payment will be made for this work, but the cost of all labor, equipment, and supplies necessary to perform the work must be included in the contract unit prices bid for the various contract items.

5.8 Storm Water Pollution Prevention Plan (SWP3) Responsibilities and Authority

Travis County is the Operator of the Travis County Municipal Separate Storm Sewer System ("MS4") under MS4 Permit # TXR040327 and the County's MS4 Storm Water Management Program ("SWMP") approved by the Texas Commission for Environmental Quality (TCEQ). SWMP Minimum Control Measure ("MCM") 7 gives Travis County authority to permit its own construction activities in the County MS4 as the Primary Construction Site Operator with operational control over construction plans and specifications. Travis County will provide the Storm Water Pollution Prevention Plan (SWP3) included in the plans; sign a Construction Site Notice (CSN) to be posted and maintained on the Project Site by the Contractor; authorize and direct ongoing revisions and maintenance to the SWP3 by the Contractor as necessary; prepare and sign SWP3 Inspection Reports required by the MS4 Permit # TXR040327, and approve final stabilization and completion of SWP3 items for the Project.

The Contractor is the Primary Construction Site Operator with day-to-day operational control of construction site activities. The Contractor must sign the SWP3 Compliance Agreement and Certification included in this contract and is responsible for implementing and maintaining all SWP3 requirements continuously in accordance with the approved plans, specifications, contract, TCEQ General Permit, and Travis County MS4 Permit and SWMP. The Contractor must employ personnel with the necessary experience, qualifications, and training to install, inspect, and maintain the controls and measures required in the SWP3. The Contractor must post and maintain the County CSN and comply with TCEQ regulations for filing and posting a separate CSN and Notice of Intent (NOI) for the Project. The Contractor is not required to prepare a separate SWP3 document or submit signed SWP3 Inspection Reports to TCEQ for the Project. However, the Contractor must provide weekly written SWP3 inspection reports, in a report format provided by the County, to the County's inspector.

The Contractor must perform inspections, in addition to those required in the construction drawing and project manual, which the Contractor deems necessary to maintain compliance with the approved SWP3 measures and controls and TCEQ regulations. The cost for performing such inspections will not be paid directly by the Owner but will be considered subsidiary to other bid items. The Contractor's or subcontractor's SWP3-related inspection reports must be submitted to the Owner for inclusion in the Owner's SWP3 report filing.

5.9 Authority and Duties of Inspectors

Inspectors are authorized to inspect all work done and all materials furnished. Such inspections may extend to all or to any part of the work and to the preparation or manufacture of the materials to be used. An Inspector will be assigned to the work by the Engineer and will report to the Engineer as to the progress of the work and the manner in which it is being performed. An

Inspector will also report to the Engineer whenever it appears that the materials furnished or the work performed by the Contractor fails to fulfill the requirements of the specifications and contract. The Inspector will call the attention of the Contractor to any such failure or other infringement. Such inspection will not relieve the Contractor from any obligation to perform the work in accordance with the requirements of the specifications and contract.

In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector has the authority to reject materials or suspend work until the questions at issue can be referred to and decided by the Engineer. The Inspector is not authorized to revoke, alter, enlarge, or release any requirement of these specifications; to approve or accept any portion of work; or to issue instructions contrary to the plans and specifications. The inspector will in no case act as superintendent or perform other duties for the Contractor nor interfere with the management of the work.

5.10 Inspection

The Contractor must furnish the Engineer and Inspectors with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the contract. Before the acceptance of the work, the Contractor must, if the Engineer so requests, remove or uncover any portions of the finished work as may be directed. After examination, the Contractor must restore said portion of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and replacing of the covering or making good of the parts removed will be paid for as "Extra Work;" but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be at the Contractor's expense. No work may be done nor materials used without suitable supervision or inspection.

5.11 Substantial Completion

When the CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall notify Owner's Representative and request a determination as to whether the Work or designated portion thereof is substantially complete. If Owner's Representative does not consider the Work substantially complete, Owner's Representative will notify CONTRACTOR giving reasons therefor. After performing any required Work, CONTRACTOR shall then submit another request for Owner's Representative to determine Substantial Completion. If Owner's Representative considers the Work substantially complete, Owner's Representative will prepare and deliver a **certificate of Substantial Completion** which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish the time within which CONTRACTOR shall finish the punch list, and shall establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. The certificate of Substantial Completion shall be signed by OWNER and CONTRACTOR to evidence acceptance of the responsibilities assigned to them in such certificate.

5.12 Federal Inspection

When the United States Government is to pay a portion of the cost of the work covered by the contract, the work is subject to inspection by United States Government representatives. Such inspections do not make the United States Government a party to the contract.

5.13 Removal of Defective and Unauthorized Work

All work which has been rejected must be remedied or removed and replaced in a manner acceptable to the Engineer and must be performed by the Contractor at its own expense. Work done beyond the lines and grades given or as shown on the plans, except as herein provided, or any extra work done without written authority will be considered unauthorized and done at the expense of the Contractor and will not be paid for. Work so done may be ordered removed at the

Contractor's expense. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this paragraph, the Engineer is authorized to cause defective work to be remedied or removed and replaced and unauthorized work to be removed, and the cost thereof may be deducted from any money due or to become due to the Contractor.

5.14 Final Inspection

Whenever the work provided for, in, and contemplated under the contract has been satisfactorily completed and the final cleaning up performed, the Engineer will make a final inspection. After such final inspection, if the work is found to be satisfactory, the Contractor will be notified in writing of the acceptance of same. No time charge will be made against the Contractor between said date of notification of the Engineer in charge and the date of final inspection of work.

Where the work consists of concrete pavements or concrete base, the "Final Acceptance" does not release the Contractor from responsibility for the thickness of the concrete, which will be determined by means of taking cores from the pavement. The coring of the pavement will be done within 90 calendar days from completion of the pavement.

Final acceptance does not relieve the Contractor from any obligation for replacement or repair of any work or materials due to latent defects of materials or workmanship.

5.15 Final Completion and Acceptance

When the work has been completed or substantially completed, the Contractor must give the Engineer written notice. Within 10 working days after receipt of this notice, the Construction Administrator and the County will inspect the work and if the work is found to be completed in accordance with the Contract Documents, the Construction Administrator must issue to the County and the Contractor his Certificate of Completion. It will then be the duty of the County within 10 working days after receipt of the Certificate of Completion to issue a Certificate of Acceptance of the work to the Contractor or to advise the Contractor in writing of the reason for non-acceptance.

5.16 Existing Structures

The plans show the locations of all known surface and subsurface structures. However, the location of many gas mains, water mains, conduits, sewers, abandoned wells, septic drain fields, landfills, underground storage tanks, etc., are unknown, and the County assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact location. It is mutually agreed that such failure will not be considered sufficient basis for any claim for additional compensation for extra work or for increasing the pay quantities or any claim for additional contract duration in any manner whatsoever unless the obstruction encountered is such as to necessitate changes in the lines or grades or requires the building of special work, in which case the provisions in these specifications for payment of extra work will apply.

5.17 Final Payment

Upon the issuance of the Certificate of Completion, the Engineer will proceed to make final measurements and prepare a final statement for the value of all work performed and materials furnished under the terms of the Agreement and will certify the same to the County, which will pay to the Contractor within 30 calendar days after the date of the Certificate of Acceptance, the balance due the Contractor under the terms of the Contract; and said payment will become due in any event upon said performance by the Contractor. Neither the Certificate of Acceptance nor the final payment will relieve the Contractor of the obligation for fulfillment of any warranty which may be required.

5.18 Contractor's Warranty

The Contractor represents and warrants to the Owner and the Engineer that all materials and equipment furnished under this Construction Contract will be new unless otherwise specified, and that the Work will be of good quality, free from faults and defects, and in conformance with the Construction Contract. Any portion of the Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor further represents and warrants to the Owner that all items delivered and all services rendered will conform to the Construction Contract Documents, and will be of merchantable quality, good workmanship, and free from defects. The Contractor

further agrees to provide copies of applicable warranties and guaranties, including separate manufacturer or supplier warranties or guaranties to the Owner. Copies will be provided within 10 working days after the Certificate of Substantial Completion is issued. Return of merchandise under warranty shall be at the Contractor's expense.

5.19 Correction of Work

The Contractor shall promptly correct all Work rejected by the Engineer or the Owner as defective or as failing to conform to the Construction Contract Documents whether observed before or after Final Completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including any and all additional costs incurred by the Owner as a result thereof.

The Contractor shall bear all costs of making good all Work of the Owner or separate contractors destroyed or damaged by such correction or removal.

5.20 ONE YEAR CONTRACTUAL OBLIGATION TO PERFORM WARRANTY REPAIRS

If within one year after the date of Final Completion or such longer period of time as may be prescribed by law or regulations or by the terms of any special guarantees or warranty required by the Construction Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions: (1) correct such defective Work or, if it has been rejected by Owner, remove it and replace it with Work that is not defective, and (2) satisfactorily correct and remove and replace any damage to other Work or the work of others resulting therefrom.

Nothing contained in this Paragraph 5.19 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraphs 5.17 and 5.18 above. The establishment of the specific obligation of the Contractor to correct the Work has no relationship to Contractor's obligation to comply with the Contract Documents, nor to proceedings which may be commenced to establish the Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

ITEM 6

CONTROL OF MATERIALS

6.1 Sources of Supply and Quality of Materials

The source of supply of each of the materials must be approved by the Engineer before delivery is started and, at the option of the Engineer, may be sampled and tested for determining compliance with the governing specifications by the Engineer before delivery is started. If the Engineer finds that sources of supply previously approved do not produce uniform and satisfactory products, or if the product from any source proves unacceptable at any time, the Contractor must furnish materials from other approved sources. Only materials conforming to the requirements of these specifications and approved by the Engineer may be used in the work. All materials being used are subject to inspection or testing at any time during their preparation or use. Any material that has been tested and accepted at the source of supply may be subjected to a check test after delivery, and all materials which, when re-tested, do not meet the requirements of the specifications, will be rejected. No material which after approval has in any way become unfit for use may be used in the work. If for any reason the Contractor selects a material which is approved for use by the Engineer by sampling and testing or other means, and then decides to change to a different material requiring additional sampling and testing for approval, the expense for such sampling and testing may be deducted from any monies due or to become due to the Contractor.

Throughout these specifications where reference is made to the Department's Test Procedures, ASTM, AASHTO, or bulletins of the Department for the quality of materials or sampling and testing, the latest standard, tentative standard, or bulletin issued prior to the date of the bid will govern.

If it is the normal trade practice for manufacturers to provide warranties or guarantees for the materials and equipment provided herein, the Contractor must turn the guarantees and warranties over to the Engineer for potential dealing with the manufacturers. The extent of such warranties or guarantees will not be a factor in selecting the successful Bidder.

6.2 Samples and Tests

Before being incorporated into the work, all materials will be inspected, tested, and approved by the Engineer, and any work in which materials are used without prior testing and approval or written permission of the Engineer may be ordered removed and replaced at the Contractor's expense. Sampling and testing of all materials proposed to be used will be done by the Engineer. The County will designate the selection of the method of testing. Where tests are required, other than those done in the laboratory for the purpose of control in the manufacture of a construction item, the Contractor must furnish such facilities and equipment as may be necessary to perform the tests and inspection and is responsible for calibration of all test equipment required. When requested, the Contractor must furnish a complete written statement of the origin, composition, and/or manufacture of any or all materials that are to be used in the work.

The County will contract with an independent testing laboratory to perform field testing as required by Item 6, Control of Materials, and the various construction specifications of the contract. Where the Contractor notifies the County of scheduled work requiring sampling and testing and the Contractor cancels the work for any reason whatsoever after the Laboratory personnel have departed their office for the project site, the testing laboratory will bill the County for their time and travel expenses and the County will deduct said charges from amounts due the Contractor. When the Contractor's operations or Saturday work is scheduled necessitating the payment of overtime, the testing laboratory will bill the County for the time charges, and the County will deduct one-third of said amounts from amounts due the Contractor.

6.3 Plant Inspection

If the volume of the work, construction progress, and other considerations warrant, the Engineer may undertake the inspection of materials at the source. It is understood, however, that no obligation is assumed to inspect materials in that manner.

Plant inspection will be undertaken only upon condition that:

- (a) The cooperation and assistance of the Contractor and the producer with whom it has contracted for materials is assured.
- (b) The Engineer and Engineer's designated representative have the right to full entry at all times to such parts of the plant as may concern the manufacture or production of the materials ordered.
- (c) When required by the Engineer, the material producer must furnish an approved weatherproof building for the use of the Inspector, such building to be located conveniently near the plant and independent of any building used by the material producer. The building must be adequately lighted, heated, and ventilated. Adequate restroom facilities must be provided.
- (d) Where inspection requirements are such that it is necessary to use scales, measures, and/or other equipment which may be required by the Engineer for the control of production and use of materials, the Contractor will be responsible for furnishing and calibrating such equipment.
- (e) In those cases where inspection of any item is requested for periods other than daylight hours, it must be provided under the following conditions:
 - (1) Continuous production of materials for County use is necessary due to the production volume being handled by the plant.
 - (2) The lighting provided by the plant is approved by the Engineer to be adequate to allow satisfactory inspection of the material being produced.

- (f) Materials produced under County inspections will be for County use only unless released in writing by the Engineer.

6.4 Pretested Materials

Subject to conditions established in a written agreement between a supplier and the Engineer, pretested and approved materials may be incorporated into the work.

6.5 Storage of Materials

Materials must be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary by the Engineer, they must be placed on wooden platforms or other hard, clean surfaces and not on the ground. They must be placed under cover when so directed. Stored materials must be so located as to facilitate prompt inspection.

When approved by the Engineer, selected materials or products may be pretested and approved for use, provided they are stored in an area meeting the requirements set forth by the Engineer.

6.6 Defective Materials

All materials not conforming to the requirements of these specifications will be rejected and must be removed immediately from the site of the work unless permitted to remain by the Engineer. Rejected materials, the defects of which have been subsequently corrected, must have the status of new material. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this item, the Engineer is authorized to remove and replace defective material and to deduct the cost of removal and replacement from any money due or to become due to the Contractor.

6.7 Hauling of Material

Any vehicle, truck, truck-tractor, trailer, semi-trailer, or combination of such vehicles, when used to deliver materials to a project, must comply with the State laws concerning the gross weight of such vehicle or combinations of vehicles and load and the allowable axle weights, unless authorized by permit to exceed the legal weight.

The gross vehicle weight for acceptance purposes under this special provision for various vehicle configurations must be in accordance with State law. In case a vehicle or combination of vehicles exceeds the legal gross weight or the posted load limit by 5% or less, a haul ticket will be issued and payment will be made for the load allowed by the maximum legal weight for the vehicle or vehicles. Continued overloading with a tolerance of 5% will be grounds for rejection of such load.

Any vehicle or combination of vehicles that exceeds the legal gross weight by more than a tolerance of 5% will be rejected.

When the specifications establish measurement of and payment for materials by other than weight, the Engineer may require the weighing of the various types of loaded vehicles used by the Contractor to transport the material. This weight will be used to determine the maximum volume of the material being hauled that each type of vehicle may transport. The cost of such weighing will be considered subsidiary to the pertinent bid item.

The above requirements are applicable to vehicles hauling materials over existing roadbeds and structures within the project limits where the roadbeds or structures will continue in use after project completion except as controlled by specifications and special provisions in the contract. The requirements do not apply to the transportation of materials from a borrow pit or base source, concrete plant, asphalt plant, etc., where the haul route does not require travel over public roads outside the project limits or existing roadbeds or structures within the project limits that will continue in use after project completion.

Construction traffic on existing bridges and direct traffic culverts within the limits of a project, except those to be widened or extended, will be governed by the following:

- (1) Construction vehicles that exceed the legal load limit, which would require a permit to haul over the highway system, will not be authorized across structures. Where a posted load limit exists on either the highway system or off the highway system, construction vehicles that exceed the posted load limit are not permitted.

- (2) Where a detour is not readily available or economically feasible to use, an occasional crossing of a structure with overweight equipment may be permitted for relocating equipment only, but not for hauling material, provided that a structural analysis indicates that no damage will result. The structural analysis must be approved by the Engineer. Temporary matting and/or other requirements may be imposed by the Engineer if an occasional crossing is permitted.
- (3) The Contractor is responsible for protection of existing small structures within the limits of a project. Any such structure damaged by the use of construction equipment must be restored to its original condition or replaced by the Contractor, all at the Contractor's expense. Additional temporary fill may be required by the Engineer for protection of certain structures.

ITEM 7

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

7.1 Laws to be Observed

The Contractor must make itself familiar with and at all times must observe and comply with all Federal, State, and local laws, ordinances, and regulations which in any manner affect the conduct of the work and must indemnify and save harmless the County and its representatives against any claim to the extent arising from the Contractor's violation of any such law, ordinance, or regulations, whether by itself, its employees, its subcontractors, or employees of its subcontractors.

The County and the Contractor specifically agree that none of the provisions of any part of the contract are intended to make the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. The duties, obligations, and responsibilities of the parties to this contract with respect to third parties will remain as imposed by law.

If sites, buildings, and locations of historical, archeological, educational, or scientific interest are discovered after construction operations are begun, operations in that particular area must cease immediately and the sites, buildings, or locations will be investigated and evaluated by the County. An extension of time will be granted, if necessary, for delays caused by these investigations and evaluations.

7.2 Permits, Licenses, and Taxes

The Contractor must procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incident to the due and lawful prosecution of the work.

7.3 Patented Devices, Materials, and Processes

If the Contractor is required to or desires to use any design, device, materials, or process covered by letters of patent or copyright, the Contractor must provide for such use by suitable agreement with the patentee or copyright owner. The Contractor and the surety must indemnify and save harmless the County from any and all claims for infringement by reason of the use of any patented design, device, materials, or process, or any trademark or copyright used in connection with the work agreed to be performed under the contract; provided, however, that Travis County, Texas will assume the responsibility to defend any and all suits brought for the infringement of any patent claimed to be infringed upon by the design, type of construction, or materials specified in the plans furnished the Contractor by Travis County, Texas.

7.4 Insurance Schedules

The Contractor must not commence work under this Contract until it has obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by the Owner. The Contractor shall purchase and maintain the required insurance, and shall likewise ensure that all of Contractor's Subcontractors and their sub-subcontractors purchase and maintain such insurance, as will protect them and the Owner from claims, as set forth below, which may arise out of or result from the Contractor's operations under the

Construction Contract, whether such operations are carried out by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Acceptance of the insurance certificates by the Owner will not relieve or decrease the liability of the Contractor. As applicable, the Owner must be named as an additional insured on the policies. The Contractor must not change or modify the insurance coverage without prior notice to the Owner.

Unless otherwise provided for in the Contract Documents, the Contractor must provide and maintain, until the Work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverages in the following schedule.

The minimum required limits may be achieved by purchasing an excess liability policy so long as such policy follows the form of the primary coverage and provides coverages at least as broad as the primary insurance.

- A. Worker's Compensation and Employer's Liability Insurance
Worker's Compensation Insurance must be consistent with the statutory benefits outlined in the Texas Workers Compensation Act, as required by law.

Employer's Liability Insurance must be written for not less than \$500,000 for each accident, bodily injury by disease, and policy limit.

- B. Commercial General
Minimum Limits:

Per Occurrence	\$2,000,000
Aggregate	\$2,000,000

The following coverage's must be specifically insured and certified with no internal sub limits. A separate aggregate limit is acceptable for the Products/Completed Operations hazard:

- 1) Independent Contractors Contingent Liability
- 2) Products/Completed Operations Liability
- 3) Contractual Liability
- 4) "X, C, U" Hazard Liability (if applicable)
- 5) Broad Form Property Damage Liability and deletion of the "Care, Custody, and Control" exclusion
- 6) Waiver of Defense of Municipal Liability Immunity

Travis County will be named as an additional insured where the County's interest may appear (Form CG 210, or equivalent).

- C. Business Automobile Liability Insurance
1. Coverage for all owned, non-owned, and hired vehicles must be maintained with limits of \$1,000,000 written on a per occurrence or combined single limit, including coverage for independent subcontractors.
 2. Policy must also include the following endorsements in favor of County;
 - a. Waiver of Subrogation (Form CA0244, or equivalent)
 - b. Thirty (30) day Notice of Cancellation (Form CA0244, or equivalent)
 - c. County named as an additional insured (Form CA2048, or equivalent)

- D. Pollution Liability Insurance
1. Contractor shall maintain a policy with a minimum limit of \$1,000,000 per claim covering all sudden or gradual pollution conditions arising out of the work, including transportation, storage, or disposal of hazardous and non-hazardous wastes. The following coverage must be specifically insured with no exclusions or lower sub-limits:
 - a. Bodily injury, sickness, diseases, or death sustained by any person.
 - b. Physical injury to, destruction of, or loss of use of tangible property.
 - c. Government-mandated cleanup costs, fines, natural resource damages, and the loss or use or diminution of value of non-damaged property.

- d. Losses caused by pollutants including but not limited to fungus, bacteria, asbestos, lead, silica, and contaminated drywall.
- e. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.
- f. Policy shall also include the following endorsements in favor of Travis County:
 - 1. Waiver of Subrogation
 - 2. Thirty (30) day Notice of Cancellation
 - 3. Travis County named as additional insured

E. EXCESS LIABILITY

Excess coverage may be required when limits of insurance are inadequate to cover the risk exposure created by the project.

Excess Liability Limits (\$5,000,000) Appropriate amount to be determined based on project.

Excess Liability Policy will follow form of the underlying general liability and business automobile liability.

F. GENERAL

The furnishing of the required insurance coverages, as may be modified by special Conditions, is one of the Contractor's initial requirements of the Contract which must be performed before a Notice to Proceed can be issued, and, if not provided within 15 calendar days after receipt of the Contract Award, may result in forfeiture of the Contractor's bid security. All insurance policies must be open to inspection by the County, and copies of policies must be submitted to the County upon written request.

The contractual liability is to be written on a blanket basis for all written or oral contracts, or specifically endorsed to acknowledge the contract between the insured and the County of Travis. If included in the general liability policy contractual liability must be specified on the certificate of coverage.

All certificates of insurance must provide that the insurance company must give the County an affirmative statement, with no qualifications, that 30 calendar days prior written notice will be given to the County in the event of policy cancellation, non-renewal or material reduction in coverage provided under the policy, including impairment of any aggregate limits less than \$2,000,000.

A waiver of subrogation in favor of Travis County will be endorsed to all policies. Travis County will be named as an additional insured where the County's interest may appear and where specifically indicated in the schedule of insurance.

The Contractor is responsible for providing the insurance required herein. The Contractor may include the cost of acquiring the insurance within the unit prices bid for the several pay items of the bid. The Contractor will be responsible for the payment of all premiums and deductibles.

The required insurance must be written by a company authorized to do business in the State of Texas at the time the policy is issued. Contractor shall furnish County with a certification of coverage issued by the insurer including the applicable endorsements. The insurance companies must have an A.M. Best rating of B+VII or better. Contractor must not cause any insurance to be canceled or permit any insurance to lapse.

The "other" insurance clause is not applicable to the County, where the County is an additional insured and it is intended that the policies covering both the County and Contractor be considered primary and noncontributory, as applicable.

7.5 Sanitary Provisions

The Contractor must, at its own expense, provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the Texas State Department of Health Services or of other authorities having jurisdiction.

7.6 Public Safety and Convenience

The safety of the public and the convenience of traffic must be regarded as of prime importance. Unless otherwise shown on the plans or except as herein provided, all portions of the highway must be kept open to traffic. It is entirely the responsibility of the Contractor to provide for traffic along and across the highway as well as for ingress and egress to private property.

Ingress and egress to private property must be provided as specified in the plans or as directed by the Engineer. THE CONTRACTOR MUST PRESERVE ACCESS OF ENTRY AND EXIT FOR LANDOWNERS ADJACENT TO THE PROJECT. The Contractor may construct detours or cause travel to be circuitous for a landowner, but must not prevent the access of any landowner to the landowner's property.

The Contractor must plan and execute its operations in a manner that will minimize any interference with traffic. The Contractor must secure the Engineer's approval of this proposed plan of operation, sequence of work, and methods of providing for the safe passage of traffic before it is placed into operation. If at any time during construction the approved plan does not accomplish the intended purpose due to weather or other conditions affecting the safe handling of traffic, the Contractor must immediately make necessary changes therein to correct the unsatisfactory conditions. If due to rains or other reasons, the shoulders, slopes, and ditches become unsatisfactory for handling traffic, construction operations must be suspended and the base course or surface area must be opened to traffic. Where the specifications require or the Engineer directs that traffic be carried over or along the proposed work, construction operations must be so prosecuted and new material kept so placed and spread as to allow the passage of traffic in comfort and safety.

Where an Asphalt Surface Treatment is placed for the full width of one operation, traffic may be carried on the shoulder, slopes, and ditches subject to approval by the Engineer. During the operation of placing asphalt and aggregate, the surface or pavement should not be closed to traffic for a period of more than 45 minutes.

During construction of proposed structures, unless otherwise shown on the plans, the Contractor must provide and maintain detours, including temporary structures or crossovers of adequate structural design, as may be required for the safety and convenience of traffic. Unless otherwise provided on the plans, the cost of constructing such temporary detours will be paid for in accordance with Paragraph 4.3, "Extra Work."

At night or otherwise, all equipment not in use must be stored in such manner and at such locations so as not to interfere with the safe passage of traffic.

The Contractor must provide and maintain flaggers at such points and for such periods of time as may be required to provide for the safety and convenience of the public and the Contractor's personnel, and as directed by the Engineer. Flaggers must be English-speaking, courteous, well-informed, physically and mentally able to effectually perform their duties in safeguarding and directing traffic and protecting the work, and must be neatly attired and groomed at all times when on duty. When directing traffic, flaggers must use standard attire, flags, and signals and follow the flagging procedures set forth in the Texas Manual on Uniform Traffic Control Devices for Streets and Highways ("TMUTCD").

7.7 Barricades, Danger, Warning, and Detour Signs, and Traffic Handling

The Contractor is solely responsible for providing, installing, moving, replacing, maintaining, cleaning, and removing, upon completion of work, all barricades, warning signs, barriers, cones, lights, signals, and other such types of devices and for handling traffic as indicated in the plans or as directed by the Engineer. All barricades, warning signs, barriers, cones, lights, signals, and other

such type devices must conform to details shown on the plans or those indicated in the TMUTCD. All Traffic Control Devices used on this project must comply with the crashworthiness requirements of the National Cooperative Highway Research Program ("NCHRP") Report 350.

The Contractor may provide special signs not covered by plans to protect the traveling public against special conditions or hazards, provided however, that such signs are first approved by the Engineer.

7.8 Use of Explosives

Blasting will not be allowed unless rock is encountered and, in the opinion of the Engineer, excavation cannot be accomplished with machines available in the area.

Where, in the opinion of the Engineer, blasting is necessary to complete excavation, all such blasting must be performed by persons licensed by the City of Austin for blasting. All blasting, including methods of storing and handling of explosives and highly inflammable materials, must conform to federal, state, and local laws and ordinances. All City of Austin Ordinances must be complied with even though some or all of the blasting is done outside the city limits of the City of Austin.

The following is a list of requirements in addition to federal, state, and local laws and ordinances:

1. The Contractor must furnish the County with a Certificate of Blasting Insurance in the amount of \$300,000 for each contract, naming Travis County as an additional insured party, at least 24 hours prior to using explosives. A blasting permit must be obtained from the City of Austin at least 5 business days prior to use of explosives. If blasting is covered under the Contractor's General Insurance Certificate for each contract, a separate blasting certificate will not be required.
2. The following public utility companies and City Departments must be notified in writing by the Contractor, on every occasion, at least 48 hours prior to the use of explosives: Water and wastewater, electric, gas, telephone, cable TV, and the City Engineering Department.
3. Explosive materials to be used are limited to blasting agents and dynamite, unless prior approval of other materials is obtained in writing from the Engineer.
4. During blasting, all reasonable precautions must be taken to protect pedestrians, passing vehicles, and public or private property. Blasting mats or protective cover must be used when required by the Inspector, the permit, or by safe blasting practices.
5. All explosives must be stored in accordance with the City of Austin Code.
6. The Engineer and the Engineer's representative have the right to limit the use of explosives and/or blasting methods which, in Engineer's opinion, are dangerous to the public or nearby property or anyone or anything.
7. The Contractor, at its expense, must promptly repair or replace all items known to be damaged as a result of the blasting. All claims of damage will be investigated by the County or by consulting firms approved by the County.
8. The Contractor must maintain accurate records throughout the blasting operations showing the type of explosive used, number of holes, pounds per hole, depth of hole, total pounds per shot, delays used, date and time of blast, and initials of the Inspector. The Contractor is fully responsible for all claims resulting from its blasting operation.
9. In advance of doing any blasting work involving the use of electric blasting caps within 200 feet of any railroad track, the Contractor must give at least 24 hours advance notice to the nearest Roadmaster, Section Foreman, Agent, Signal Maintainer, or Telegraph Operator with the request that the superintendent be advised immediately of the pending use of explosives.

7.9 Protection of Adjoining Property

The Contractor must take proper measures to protect the adjacent or adjoining property which might be injured by any process of construction, and, in case of any injury or damage resulting from any act or omission on the part of or on behalf of the Contractor, the Contractor must restore at its own expense the damaged property to a condition similar or equal to that existing before such injury or damage was done, or the Contractor must make good such injury or damage in an acceptable manner.

7.10 RESPONSIBILITY FOR DAMAGE CLAIMS

THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY AND COUNTY'S AGENTS AND EMPLOYEES FROM ALL SUITS, ATTORNEYS' FEES, ACTIONS, OR CLAIMS AND FROM ALL LIABILITY AND DAMAGES FOR ANY AND ALL INJURIES, DEATH, OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY TO THE EXTENT ARISING OUT OF OR IN CONSEQUENCE OF ANY NEGLIGENCE, ERROR, OR OMISSION IN THE PERFORMANCE OF THE CONTRACT BY THE CONTRACTOR AND FROM ANY CLAIMS OR AMOUNTS ARISING OR RECOVERED UNDER THE TEXAS WORKERS' COMPENSATION LAWS, CHAPTER 101 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE (TEXAS TORT CLAIMS ACT), OR ANY OTHER LAWS. THE CONTRACTOR MUST FURTHER SO INDEMNIFY AND BE RESPONSIBLE FOR ANY AND ALL INJURIES, DEATH, OR DAMAGES SUSTAINED BY ANY PERSON OR LIABILITY OR DAMAGES TO PROPERTY OF ANY CHARACTER TO THE EXTENT OCCURRING OR RESULTING FROM ANY ACT, OMISSION, NEGLIGENCE, OR MISCONDUCT ON THE CONTRACTOR'S PART IN THE MANNER OR METHOD OF EXECUTING THE WORK; FROM FAILURE TO PROPERLY EXECUTE THE WORK; OR FROM DEFECTIVE WORK OR MATERIALS.

THE CONTRACTOR WILL NOT BE RELEASED FROM THESE RESPONSIBILITIES UNTIL ALL CLAIMS HAVE BEEN SETTLED AND SUITABLE EVIDENCE TO THAT EFFECT FURNISHED TO THE COMMISSIONERS COURT.

THE CONTRACTOR EXPRESSLY ACKNOWLEDGES THAT PIPELINES AND OTHER UNDERGROUND INSTALLATIONS THAT MAY BE SHOWN ON THE PLANS HAVE BEEN TAKEN FROM THE BEST AVAILABLE INFORMATION. THERE MAY BE OTHER PIPELINES OR INSTALLATIONS. THE CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM ANY AND ALL SUITS OR CLAIMS TO THE EXTENT RESULTING FROM DAMAGE BY THE CONTRACTOR'S OPERATIONS TO ANY PIPELINE OR UNDERGROUND INSTALLATION.

7.11 Contractor's Responsibility for Work

Until final written acceptance of the project by the Engineer, the Contractor will have the charge and care thereof and must take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The Contractor must rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and must bear the expense thereof except damage to the work due to Acts of God such as earthquakes, tidal waves, tornados, hurricanes, or other cataclysmic phenomena of nature, or acts of the public enemy or of governmental authorities. In case of suspension of work for any cause, the Contractor will be responsible for the preservation of all materials. The Contractor must provide suitable drainage of the roadway and must erect temporary structures where required. The Contractor must maintain the roadway in good and passable condition until final acceptance, except as outlined below for opening the roadway to traffic.

Whenever in the opinion of the Engineer any roadway or portion thereof is in suitable condition for travel, it must be opened to traffic, as may be directed, and such opening must not be held to be in any way the final acceptance of the roadway or any part of it or as a waiver of any of the provisions of the contract. Where it is considered by the Engineer to be in the public interest and so ordered in writing by the Engineer, any substantially completed roadway or portion thereof may be opened to traffic when work is suspended for a considerable period of time at the convenience of the County, and the County will assume the responsibility for maintaining the entire roadway during the period of suspension.

The County in assuming responsibility for maintenance under this provision may require the work to be done in accordance with Paragraph 4.3, "Extra Work," or may do it with its own forces; provided, however, this will not change the legal responsibilities set out in Paragraph 7.10, "Responsibility for Damage Claims."

Except for damage by the Contractor or that is caused by the Contractor's operations, the Contractor will not be responsible for repair of damage to existing appurtenances such as guard fences, bridge wings and railings, illumination assemblies, underpass structures, traffic barriers, delineator assemblies, signs, sign bridges, and traffic signals, where such damage is caused by (a) motor vehicle, seacraft, aircraft, or railroad-train collision; or (b) vandalism. Such release from responsibility for damages includes only appurtenances, or portions thereof, which were existing at the beginning of the proposed work and for which no work is proposed under this contract; or for existing appurtenances that do require work under this contract but for which no work has yet begun. The release also includes damage to existing appurtenances and to existing pavement structure and other existing structures which are damaged by fire or by chemical spills which are a result of motor vehicle, seacraft, aircraft, or railroad-train operation or accidents, except for damage caused by the Contractor's operations.

When shown on plans or otherwise authorized by the Engineer, upon completion of all work provided for in the contract for any individual limits, control, or project, the Engineer will make an inspection, and if the work is found to be satisfactory, the Contractor will be released from further maintenance on that portion of the work. Such partial acceptance will be made in writing and will in no way void or alter any terms of the contract.

7.12 Personal Liability of Public Officials

In carrying out the provisions of the contract or in exercising any power or authority granted hereunder, there will be no liability upon the County's elected and appointed officials, County staff, and the Engineer or the Engineer's authorized assistants, either personally or otherwise, as they are agents and representatives of the County.

7.13 Responsibilities to the Railroad Companies

If the project crosses or is in close proximity to a railroad, the Contractor must conduct its operations in such manner so as not to interfere with, hinder, or obstruct any railroad company in any manner whatsoever in the use or operation of its trains or other property.

Whether the Contractor's work will be on or in the vicinity of an at-grade railroad crossing, involves incidental work on railroad right of way, or involves construction of a railroad grade separation structure, the Contractor must notify the Engineer and the railroad company's division engineer at least 3 business days prior to the performance of any work on the Railroad right of way, unless otherwise shown in the contract.

During the time this work is in progress the Contractor must assign such responsible supervisory personnel as are necessary to assure that due caution is observed by its workmen to keep the tracks and adjacent areas clear of debris and/or materials and equipment which might damage the tracks and railroad facilities or obstruct the safe passage of trains.

In addition to the above, if the work requires construction, other than paving or surfacing, in the vicinity of the tracks (or shoofly), the railroad company will provide flaggers during the periods when beams are being erected and slab forms are being both constructed and removed over the tracks, when pilings are being driven or shafts drilled adjacent to the tracks and at such other times that the tracks may be subject to obstruction due to the construction operations. This flagging service will be paid for by the County as a Force Account Item with the railroad company and will be at no expense to the Contractor.

In the performance of said work no construction material or equipment may be stored on the railroad's right of way or nearer than 15 feet from the centerline of any tracks. No forms or temporary false-work may be within 8.5 feet horizontally and measured perpendicular to the centerline of any tracks or within 22 feet vertically above the top of rails of any track unless otherwise shown in the plans.

Subject to the above conditions, the Contractor is allowed access on railroad right of way and is authorized to cross the tracks for the purpose of constructing a grade separation structure and approaches if required by the plans.

When permitted by the railroad company, the Contractor will also be allowed to cross the tracks in hauling other roadway material across the tracks at points on the right of way near the

structure. The railroad company will furnish and install and later remove standard crossing plank at the expense of the Contractor. If automatic protection devices are required for the temporary crossing as determined by the railroad company and the County, they will be provided without cost to the Contractor. It is the Contractor's responsibility to insure that the tracks are left clear of equipment and debris which would endanger the safe operation of railroad traffic. The Contractor must provide one crossing watchman on each side of the crossing to direct its equipment when it is hauling across the tracks. Any railroad flaggers required by the railroad company for protection of this crossing due to the hauling operations will be paid for by the County as a Force Account Item with the railroad company and will be at no expense to Contractor. Equipment traffic must be halted a safe distance away from the crossing upon the approach of railroad traffic.

The railroad company may require the Contractor to execute an "Agreement for Contractor's Temporary Crossing." If required, it will be the Contractor's responsibility to secure this agreement at no expense to the County.

7.14 Abatement and Mitigation of Excessive or Unnecessary Construction Noise

Throughout all phases of the construction of this project, including the moving, unloading, operating, and handling of construction equipment prior to commencement of work, during the project and after the work is complete, the Contractor must make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction. Particular and special efforts must be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. The placement of temporary parked mobile equipment with the engine running must be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the Contractor.

All equipment associated with the work must be equipped with components designed by the manufacturer wholly or in part to suppress excessive noise and these components must be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc., must not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

7.15 Work Near Electrical Power Lines

Any operations by the Contractor which are located near any electrical power lines must be accomplished using established industry and utility safety practices. The Contractor must consult with the appropriate utility company prior to beginning any such work. All associated costs will be the responsibility of the Contractor.

7.16 Disposal of Excess Excavation On-site and Off-site

Permanent and temporary disposal sites for excess excavated materials, if any, are indicated on the approved plans and SWP3. All permanent on-site fill areas for excavated material within the approved project right-of-way or easements must be composed of natural rock and soil material only, and may not include any putrescible, degradable wastes such as trash, metal, wood, trees, brush, construction debris, or municipal solid wastes. All solid wastes and prohibited material must be recycled, if possible, or taken to a permitted landfill. The Contractor must dispose of excess excavated material from this project at sites indicated in the approved plans and SWP3. All excavated or surplus material must be leveled and graded to a neat and uniform line and grade that will not obstruct natural drainage or pond any surface water. The Contractor must place on-site temporary stockpiled materials at locations indicated on the approved plans and SWP3 or approved by the Engineer which are not blocking drainage, not around waterways, not underneath tree driplines, not on unauthorized property or locations, and not on any environmentally sensitive areas.

Any off-site disposal of excess excavated material from this project must comply with all permitting requirements of the County and any other applicable governmental jurisdictions. City of Austin has enforcement authority over water quality issues within its ETJ. A City of Austin permit will be required for disposal site within City of Austin's ETJ, as well as a County Development Permit in unincorporated Travis County. An approved Storm Water Pollution Prevention Plan will also be required for the disposal site. Prior to off-site disposal, the Contractor

must inform the project inspector of such disposal and provide proper project documentation or permits, or the Contractor will recommend revisions to the SWP3 that the Contractor believes are required for the disposal location.

7.17 Work in Waters of the United States

Work in waters of the United States or adjacent wetlands may require a U.S. Army Corps of Engineers Section 404 Permit or Authorization under a 404 Nationwide Permit (NWP). The County will obtain any required 404 Permits or Authorization prior to commencement of construction and include any applicable construction mitigation measures in the project SWP3. The Contractor must adhere to any agreements, mitigation plans, and best management practices required by the Permit or NWP Authorization. If the Contractor makes changes in a project construction method that would result in changes of project impacts to waters of the United States or its adjacent wetlands, the Contractor will be responsible for obtaining any new required Section 404 Permit or Authorization and recommending appropriate revisions to the project SWP3. Only the County is authorized to make changes to the SWP3.

7.18 Work in Navigable Waters

Any operations by the Contractor relating to the placement of embankment or structures, or the rehabilitation of structures in or over the navigable waters of the U.S. may require a U.S. Army Corps of Engineers Permit. The County will obtain any required Permit prior to the commencement of construction and include any applicable construction mitigation measures in the project SWP3. The Contractor will be required to adhere to the stipulations and associated best management practices of the Permit and SWP3. If the Contractor makes any changes in a project construction method that would result in changes of project impacts to navigable waters of the U.S., the Contractor will be responsible for obtaining any new required Permit and for obtaining the County's approval of the Contractor's recommended revisions to the project SWP3.

7.19 Work in the Edwards Aquifer Zone

If the Project includes work over the Transition Zone, Recharge Zone, or Contributing Zone of the Edwards Aquifer, or any other regulated aquifers as defined and delineated by the Texas Commission on Environmental Quality ("TCEQ"), the Contractor must follow best management practices and use and maintain those sedimentation and water pollution control devices, as required by the Engineer and the approved project SWP3. The Contractor must make every reasonable effort to minimize the degradation of water quality resulting from construction impacts.

If a Water Pollution Abatement Plan is required by the TCEQ, any modifications to the approved Plan will require the Engineer's approval and will be coordinated through TCEQ by the County.

7.20 Storm Water Pollution Prevention Plan (SWP3), Erosion and Sedimentation Control ("ESC"), and Waterway Protection

The SWP3 includes specified sediment controls and other structural and non-structural practices to prevent off-site discharges of sediment and other pollutants to adjacent waterways and off-site areas for the project. The Contractor must install and maintain the ESC and other controls until final stabilization is completed. The Engineer may direct the Contractor to adjust plan locations or add footage to the approved SWP3 and ESC plan in areas where it is observed to be inadequate to prevent off-site discharges and sedimentation. This responsibility for sediment control applies only to areas disturbed by the project construction activities and does not include upstream or pre-existing erosion conditions.

Prior to beginning any construction, the first phase of the temporary ESC measures and all required tree fencing must be installed by the Contractor. Prior to the installation of this first phase, the Engineer will meet the Contractor in a field pre-construction conference to direct precise locations of controls for maximum effectiveness. Minor adjustments to plan locations and additional footage will be paid for at the contract unit price. The second phase of ESC will consist of controls placed during or after rough cut and fill operations as specified in the plans and SWP3, with precise locations approved by the Engineer.

The Contractor must inspect the sediment and other SWP3 controls on an on-going basis, and after every significant rainfall, to determine if the controls are intact and functioning and to observe if sedimentation has exceeded specifications. The Contractor must perform and

complete all necessary repairs and remove excess sediment to designated spoil areas within 48 hours of inspection or County notification, or as soon as conditions begin to dry after rainfall. Repair and maintenance of temporary ESC must be the first work performed after rainfall events as regular operations resume.

The Contractor will be paid by the linear footage of controls installed and measured in place. All maintenance and repair of ESC due to construction and runoff disturbance and all sediment removal will be subsidiary to ESC bid items unless designated as a separate line item for bid and payment in the Schedule of Items.

The Contractor is also responsible for following the limits of construction, clearing, temporary spoils storage, permanent spoil disposal, staging areas, and haul roads required in the approved plans and SWP3, and for limiting these areas to the minimum necessary to perform the required work. The Contractor must utilize only on-site area(s) outside the 100-year flood plain as designated on the approved plans for temporary stockpiling and staging areas during construction, or as approved by the Engineer. Additional temporary ESC and re-vegetation will be required for these areas.

The Contractor must not discharge pumped water containing suspended solids from excavations or stream crossings off-site or into waterways without control measures to prevent sedimentation of the waterway. Care must be taken when conducting any construction operations adjacent to a flowing stream or body of water to avoid sedimentation of the waterway. Special controls for de-watering activities may be required in the Special Provisions. The Contractor must also implement controls as required for construction site entrance and exits, concrete truck wash-out, and spills of industrial materials.

The Contractor must implement temporary stabilization of areas where construction has temporarily ceased as required, and final site stabilization measures as specified, including seeding, watering, and mulching to re-establish grass cover for permanent erosion control. When permanent re-vegetation and final site stabilization is deemed complete by the Engineer, the controls and accumulated sediment must be removed by the Contractor except for any controls that are directed to remain by the Engineer.

7.21 Tree Preservation

Trees on the project must be saved in accordance with the approved plans and County Code Chapter 108 for Tree Preservation. All trees designated to be saved must be protected with specified fencing to prevent damage from construction activities and root zone compaction. The Contractor, at the direction of the Engineer, must attempt to save any trees on the project that may not have been indicated for preservation, but need not be removed in order to construct the project. The Contractor must maintain the tree fencing in place until construction is completed and perform all work in a manner that will not damage trees and undisturbed areas to be preserved.

Any trees removed which are deemed by the Engineer to be infected with oak wilt disease must be disposed of using acceptable methods to prevent the spread of the disease to adjacent areas.

7.22 Measures to Control Dust

Throughout all phases of the construction of this project, including detour construction, excavation, embankment, hauling, stockpile, and topsoil placement, the Contractor must make every reasonable effort to control and minimize the dust resulting from construction operations and traffic movement. Control measures must follow the approved SWP3 for the project and must include, but are not limited to, authorized application of water or asphalt emulsion on construction sites, detours, haul road, stockpiles, or other areas specifically associated with this project. It is the Contractor's continuous responsibility at all times, including nights, holidays, and weekends until acceptance to maintain the project site relatively free of dust in a manner which will cause the least inconvenience to the public. All costs of measures to control dust will be considered subsidiary to the various items of the Contract.

7.23 Site Burning

Site burning will not be permitted without the explicit written consent of the Engineer and must comply with all applicable Texas Air Quality Control Board regulations and local fire and water pollution control requirements.

7.24 Hazardous and Solid Waste Management

Any hazardous materials brought on to the project site for use by the contractor or any subcontractor, such as fuel, explosives, automotive fluids, and batteries must be used, transported, stored, and disposed of in accordance with all federal, state, and local requirements and in accordance with the approved SWP3 for the Project. Any hazardous material spills committed by the Contractor or any subcontractor must be cleaned up by the Contractor or subcontractor in accordance with all applicable laws and regulations, and written notification must be given to the Engineer as soon as practical. If large quantities of hazardous materials are involved, or waterways or storm sewers are impacted, such spills may require written notification by the Contractor or subcontractor to local or state emergency response personnel.

Any and all trash, including any solid waste and construction debris, generated by the Contractor or any subcontractor or Project must be strictly controlled by the Contractor and disposed of in accordance with all federal, state, and local requirements and the approved SWP3 for the Project.

7.25 Differing Site Conditions

7.25.1 During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions must promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

7.25.2 Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted.

7.25.3 No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

7.25.4 No Contract adjustment will be allowed under this clause for any effects caused on unchanged work.

7.26 Changes

The Contractor must inform County regarding the following changes:

7.26.1 problems, delays, or adverse conditions which will materially affect or impair the ability of Contractor or any of its subcontractors to meet project or schedule goals or objectives; and

7.26.2 favorable development that enables meeting time schedules or objectives sooner or at less cost than anticipated and favorable developments that produce more beneficial results than originally planned.

7.27 Verification of Non-Discrimination Against Specified Entities

In compliance with Texas Government Code, Chapter 2271, 2276 and relevant sections of Chapter 2274, Contractor's signature on this Contract serves as written verification that Contractor complies with the following sections:

7.27.1 Contractor does not boycott Israel and will not boycott Israel during the Contract Term;

7.27.2 Contractor does not boycott energy companies and will not boycott energy companies during the Contract Term; and

7.27.3 Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the Contract Term.

ITEM 8

PROSECUTION AND PROGRESS

8.1 Subletting or Assigning of Contract

The Contractor must not assign, sell, transfer, or otherwise dispose of the contract or any portion thereof, or its rights, title, or interest therein without the approval of the Commissioners Court. The Contractor must not sublet any portion of the contract without the written approval of the Purchasing Agent upon recommendation from the Engineer. No subcontract will, in any case, relieve the Contractor of its responsibility under the contract and bond.

The Contractor must give assurance that not less than the minimum wage for labor and not more than the maximum amount to be deducted for board, if furnished, as stated in the governing provisions will apply to labor performed on all work sublet, assigned, or otherwise disposed of in any way. Written consent to sublet, assign, or otherwise dispose of any portion of the contract will not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

The Contractor is required to pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and the Contractor is encouraged to pay all laborers, workmen, and mechanics employed on this job no less than the living wage as established by Travis County at the time of contract award, even if the living wage exceeds the wages set forth in the minimum wage scale. However, the Owner will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rates in excess of the applicable minimum rate contained in the Prevailing Wage Schedule.

8.2 Prosecution of Work

Prior to beginning construction operations, the Contractor must submit to the Engineer a schedule created in Primavera P6 *.xer. format, or Microsoft Project *.mpp format; and *.pdf format in accordance with Paragraph 8.12 ("Contractor's Proposed Schedule").

The Contractor must begin the work to be performed under the contract within 14 calendar days after receiving a written "Notice to proceed" and must continuously prosecute same with such diligence as will enable it to complete the work within the time limit specified. The Contractor must notify TNR's Project Manager at least 24 hours before starting construction operations at any point. It must not open up work to the detriment of work already begun. The beginning, sequence, and prosecution of the work will be governed by the orders of TNR's Project Manager, and the Contractor must conduct its operations so as to minimize any interference to traffic.

In the event of damage to existing appurtenances, etc., which are not shown on the construction plans, marked on the ground or visible in the field, the County may (1) require the damage to be repaired in accordance with Paragraph 4.3, "Extra Work;" (2) repair it with its own forces; or (3) award another contract for the repair; provided, however, this will not change the legal responsibilities set out in Paragraph 7.10, "Responsibility for Damage Claims."

The Contractor must plan and prosecute its work so as not to interfere with or hinder the completion of the work required for this damage repair.

The observance of this provision is an essential part of the work to be done under the contract. No direct compensation will be allowed for fulfilling this requirement as such work is considered subsidiary to the various bid items of the contract.

An extension of time will be granted, if necessary, for delays caused to the Contractor by this damage-repair work. It is specifically understood, however, that delays caused by this damage-repair work will not be considered as a basis for a claim by the Contractor.

Where applicable, if the utility construction and/or adjustment of existing utilities will not be completed before the Contractor on this project begins construction operations, then the Contractor must coordinate with and work in conjunction with the utility companies during their reallocations if and when necessary to maintain the progress of the work.

It is the responsibility of the Contractor on this project to stockpile materials and prosecute the work in such a manner and sequence that there will be no interference with the utility work. The Contractor must also allow utility owners free ingress and egress over the right of way.

No additional compensation or delay damages will be allowed or considered for any hindrance or delay in construction operations that may be attributed to this utility work, to the acquisition of necessary right of way and easements, or to observance of the requirements herein outlined.

8.3 Workers and Equipment

All workers employed by the Contractor must have such skill and experience as will enable them to properly perform the duties assigned them. Any person employed by the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform its work in a proper and skillful manner, or who is disrespectful, intemperate, disorderly, or otherwise objectionable, must at the written request of the Engineer be forthwith discharged and must not be employed again on any portion of the work without the written consent of the Engineer. In the pre-construction conference, the Contractor must submit the names and phone numbers of an English-speaking superintendent and a trench safety "Competent Person" as certified by OSHA pursuant to 29 C.F.R. Part 1926 Subpart P. The superintendent and Competent Person can be the same person. The Contractor must furnish such suitable machinery, equipment, and construction forces as may be necessary, in the opinion of the Engineer, for the proper prosecution of the work, and failure to do so may cause the Engineer to withhold all estimates which have or may become due, or the Engineer may suspend the work until the Engineer's requests are complied with.

Ensure that all employees of Contractor, as well as all employees of subcontractors of any tier, who perform any portion of the Work have completed the 10-hour minimum OSHA construction safety-training course prior to commencement of the Work. Contractor shall submit a copy of all training certificates to the Project Safety Manager prior to commencement of the Work.

8.4 Temporary Suspension of Work

The Engineer has the authority to suspend the work, wholly or in part, for such period as he may consider necessary, and the "Time Charge" will be suspended during such period. Notice of such suspension with the reasons therefor will be given to the Contractor in writing. The Contractor must not suspend work without the written authority of the Engineer.

8.5 Computation of Contract Time for Completion

The Contractor must achieve Substantial Completion of the work within the Contract Time stated in the Contract. For the purpose of computation, the time will begin on the date of the Notice to Proceed.

On or before the first day of each month, the Construction Administrator will furnish the Contractor a monthly contract time statement on forms furnished by the County, showing the number of calendar days charged up to and including the 25th day of the preceding month, total number of calendar days allowed in the contract, and the calendar days remaining under the contract. The Contractor will be allowed 10 working days in which to protest the correctness of the statement. This protest must be in writing and must show cause. Not filing a protest within the allowed 10 working days for any time statement will indicate the Contractor's approval of the time charges as shown on that time statement and future consideration of that statement will not be permitted. If the satisfactory completion of the contract will require unforeseen work or work and materials in greater amounts than those set forth in the contract, then additional calendar days or suspension of the time charge will be allowed the Contractor equal to the time which, in the opinion of the Engineer, the work as a whole is delayed.

A Monthly Contract Time Statement must be submitted with each Partial Payment Request. A Partial Payment Request will be rejected if the monthly Contract Time Statement is not submitted. If the Monthly Contract Time Statement is being protested by the Contractor, a copy of the written protest letter must be included in the Partial Payment Request. Once a previously protested

Contract Time Statement has been approved by the County, the Contractor must submit the approved statement with its next Partial Payment Request.

8.6 Failure to Complete Work on Time

If the Contractor fails to complete the contract in the contract time specified, the time charge will be made for each working day, thereafter as defined herein.

Time is of the essence in the performance of this contract. The time set forth in the bid for the completion of the work is an essential element of the contract. For each calendar day under the conditions described in the preceding paragraph that any work remains uncompleted after the expiration of the contract time specified in the contract, together with any additional calendar days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as a penalty, but as liquidated damages. In the event of the failure of the Contractor to timely complete the work, it is agreed that the County's actual damages would be extremely difficult, impractical, or impossible to calculate, however, the Parties have attempted to do so and have based the amount of liquidated damages on the proportionate measurement set forth below, and the Parties have concluded that, the amount of liquidated damages set forth herein is agreed to be a reasonable estimate of the County's actual damages and will be retained by the County as liquidated damages and not as a penalty.

For Amount of Contract		Amount of Liquidated
From More than	To and Including	Damages per Calendar Day
\$ 0	\$ 100,000	\$ 200
100,000	500,000	450
500,000	1,000,000	550
1,000,000	2,000,000	700
2,000,000	5,000,000	850
5,000,000	10,000,000	1,300
10,000,000	15,000,000	1,700
over 15,000,000		2,000

If the Contractor fails to complete the Work within the contract time specified or if the project is suspended because of action of a third party, the Contractor assumes all risks and must bear all costs for its labor, machinery, materials in place or in inventory, environmental mitigation, and traffic rerouting which may be impacted by the failure to complete the project in a timely manner.

8.7 Abandonment of Work or Default of Contract

If the Contractor fails to begin the work within the time specified, fails to perform the work with sufficient workmen and equipment, has insufficient materials to insure the completion of the work within the contract time, performs the work unsuitably, neglects or refuses to remove materials or perform anew such work as may have been rejected as being defective or unsuitable; discontinues the prosecution of the work without authority; becomes insolvent or is declared bankrupt; commits any act of bankruptcy or insolvency; or makes an unauthorized assignment for the benefit of any creditor; or from any other cause whatsoever does not carry on the work in an acceptable manner, the Purchasing Agent, upon recommendation of the Construction Administrator, may give notice in writing to the Contractor and its Surety of such delay, neglect, or default, specifying the same. If the Contractor within a period of 10 working days after such notice does not proceed in accordance therewith, then the County will, upon written certification from the Purchasing Agent of the fact of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of work) that has been delayed, to take the prosecution of the work out of the hands of the Contractor and to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and enter into an agreement for the completion of the contract according to the terms and provisions thereof or use such other methods as in the County's opinion may be required for the completion of the contract in an acceptable manner. All costs and charges incurred by the County, together with the cost of completing the work under contract, will be deducted from any money due, or which may become due, the Contractor. In case the cost so incurred by the County is less than the amount which would have been payable under the contract if it had been completed by the Contractor, the Contractor will be entitled to receive the

difference. In case such cost exceeds the amount which would have been payable under the contract, then the Contractor and the Surety will be liable and must pay to the County the amount of such excess.

8.8 Termination of Contract

In the event of a national emergency and work to be performed under a contract is stopped directly or indirectly because of the freezing or diversion of materials, equipment, or labor, as the result of an order or a proclamation of the President of the United States and/or an order of any federal authority, or if during the budget planning and adoption process the Travis County Commissioners Court fails to provide funding for this contract for the County's fiscal year following the beginning of this Contract or if there has not been another issuance of bonds to fund the completion of this or other Capital Improvement Projects in Travis County, or in the event of a court order directly prohibiting further construction activities, or in the event of any third party actions preventing County from allowing construction to continue, and the circumstances or conditions are such that it is impossible within a reasonable time to proceed with a substantial portion of the work, as determined by the Engineer, then the County may, by written agreement, subject to the following conditions, terminate said contract or any part thereof.

When contracts, or any portion thereof, are definitely terminated or canceled, and the Contractor released before all items of work included in its contract have been completed, payment will be made for the actual number of units of items of work completed at contract unit prices and no claim for loss of anticipated profits will be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor, as determined by the Engineer.

Acceptable materials obtained by the Contractor for the work that have been inspected, tested, and accepted by the Engineer, and that are not incorporated in the work may, at the option of the Engineer, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

If such terms and conditions of cancellation of all or any part of a contract cannot be agreed upon, the original contract will remain in full force and effect.

Termination of a contract, as stated above will not relieve the Contractor or its surety of the responsibility for replacing defective work as required by the contract.

8.9 Railroad Construction

When work to be done within the limits of a project involves a railroad company, the Contractor will be required to plan and prosecute its own work to avoid interference with, or hindrance to, that portion of the work that is the responsibility of the railroad company. The observance of this is an essential part of the work to be done under the contract. No direct compensation will be allowed for fulfilling this requirement as such work is considered subsidiary to the various bid items of the contract.

An extension of time will be granted, if necessary, for delays caused to the Contractor by the railroad company. It is specifically understood, however, that delays caused by the railroad company will not be considered as a basis for a claim by the Contractor.

8.10 Hazardous Materials

Materials utilized in the project must be free of any hazardous materials.

When the Contractor encounters existing materials on sites owned or controlled by the County or in required material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor must immediately notify the Engineer. The County will be responsible for the testing, removal, or disposition of any existing hazardous materials on sites owned or controlled by the County. The Engineer may suspend the work wholly or in part during the testing, removal, or disposition of hazardous materials on sites owned or controlled by the County.

When materials delivered to the project are suspected by visual observation or smell to contain hazardous materials, they must be tested for contamination. All testing must be by a commercial laboratory approved by the Engineer. When materials delivered to the project are found to be contaminated, the material must be removed and disposed of by the Contractor. The testing for and removal or disposition of hazardous materials delivered to the project by the Contractor will be at the Contractor's expense. No suspension of the "Time Charges" and no extensions of working time will be granted to the Contractor resulting from hazardous material delivered at the direction of the Contractor.

The Contractor must indemnify and save harmless the County and its representatives for the generation and/or disposition of hazardous materials to the extent generated by the Contractor on all work done by the Contractor on County-owned or controlled sites. Further, the Contractor must indemnify and save harmless the County and its representatives from any liability or responsibility to the extent arising out of the Contractor's generation or disposition of any hazardous materials obtained, processed, stored, shipped, etc., on sites not owned or controlled by the County. Should the County be required to make any payments or pay any costs or fees or make restitution to the extent arising out of or resulting from the Contractor's actions, the Contractor must reimburse the County for any and all payments of moneys.

The rules, regulations, policies, procedures, standards, applications, and reports of the various state agencies including but not limited to the Texas Commission on Environmental Quality (TCEQ), the Texas Water Well Drillers Board (TWWDB) and the Railroad Commission (RRC), and of all applicable federal departments and agencies including, but not limited, to the Environmental Protection Agency (EPA), Department of Energy (DOE), Department of Transportation (DOT) and the Occupational Safety and Health Administration (OSHA) will apply to all operations of the Contractor, including but not limited to the following: sampling, plugging, cleaning, testing, removing, disposing, and backfilling.

8.11 Failure to Maintain Storm Water Pollution Prevention Plan (SWP3) Controls

The Contractor is required to maintain erosion and sediment controls, tree fencing, and other storm water discharge structural and non-structural controls in accordance with the approved plans, specifications, and SWP3 on a regular basis. These controls must be maintained and repaired within the time frames specified in the SWP3 Inspection Report provided weekly or bi-weekly to the Contractor by the County in order to accomplish their intended purpose. In case of failure to maintain such controls as directed by the Engineer, the Engineer reserves the right to employ outside assistance to provide the necessary corrective measures. Such incurred direct costs plus project engineering costs will be deducted from any money due or to become due to the Contractor.

8.12 Project Schedule

1. Baseline Schedule - Within fourteen (14) calendar days following the Notice to Proceed, Contractor must submit for County approval a Baseline Schedule using Critical Path Method (CPM) using Primavera P6 *.xer. format, or Microsoft Project *.mpp format; and *.pdf format. The schedule must include all planned work activities to the level of detail necessary to evaluate and track performance, specifically noting County provided activities or work product which impact the critical path. The schedule must demonstrate the project execution strategy, critical path, project milestones, and key project deliverables; and for each activity identify predecessor activities, successor activities, start date, end date, and float. The Contractor and County will meet to evaluate the proposed Baseline Schedule. Baseline Schedule activities, durations, and dates may not be changed without County approval; provided however that the Contractor must revise and resubmit the Baseline Schedule to incorporate approved Change Orders and/or County approved changes in the project duration, if any. The schedule shall be submitted in both pdf and mpp formats.
2. Progress Schedule – Contractor must provide an up-to-date Progress Schedule showing actual percentage of work completed for each activity, to the level of detail established in the Baseline Schedule. The Progress Schedule must incorporate all approved Change Orders

which extend the project duration, individually or cumulatively. The Project Schedule must accurately illustrate the Contractor's plan to complete the Project by the Contract Completion Date. The Contractor must submit an updated Progress Schedule by the tenth (10th) day of each month as a required component of the Contractor's monthly Partial Payment request under Section 9.5 of this Contract.

3. Recovery Schedule – If project schedule slips from the approved Baseline Schedule by three working days, Contractor will submit a recovery schedule using Primavera P6 *.xer. format, or Microsoft Project *.mpp format; and *.pdf format .

8.13 Project Management

1. Management – Contractor and all of its subcontractors must fully utilize Procore Technologies, Inc. project management software, as directed by the County's Project Manager, for the duration of the project. Online access and support will be provided to Contractor and all of its subcontractors by the County's Project Manager.
2. Meetings – The Contractor and County will meet at intervals determined by the County, but at least monthly, to review project progress, approve Progress Schedule updates, and identify issues and activities scheduled for the following month. The Contractor will provide and present a written narrative of the past months on-site activities and accomplishments. Meeting summaries are to be prepared by the Contractor for the County's approval, and distributed to all attendees within 5 working days following each meeting.

8.14 Notice to Cure

The County will provide a Notice to Cure to the Contractor to cure an event of default described in this Agreement and its attachments and/or an anticipatory breach of contract. The Contractor and the Surety must attend a meeting with the County regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, the Contractor must prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The Contractor's report must be delivered to the County at least 3 working days prior to the required Notice to Cure meeting with the County."

ITEM 9

MEASUREMENT AND PAYMENT

9.1 Measurement of Quantities

All work completed under the contract will be measured by the Engineer according to United States Standard Measures unless otherwise specified. All longitudinal measurements for surface area will be made along the actual surface of the roadway and not horizontally, and no deduction will be made for structures in the roadway having an area of 9 square feet or less. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the pay areas will be on the neat dimensions and must not exceed those shown on plans or ordered in writing by the Engineer. All materials which are specified for measurement by the cubic yard in vehicles must be hauled in approved vehicles and measured therein at the point of delivery on the roadway. Vehicles for this purpose may be of any type or size satisfactory to the Engineer provided that the body is of such type that the actual contents may be readily and accurately determined. Each approved vehicle must bear an identification mark indicating specific approval by the Engineer and also a permanent, plainly legible number. The Inspector may reject all loads not hauled in such approved vehicles.

In those items which provide for payment by "Plan Quantity," the measurement of such quantities must be made by standard methods of calculation, using the methods described in the governing specification, and may or may not represent the exact quantity of material moved, handled, or placed in the roadway or structure during the execution of the contract.

The quantities shown on the plans, adjusted in accordance with the governing specification when required, will be the quantity paid for.

When the Engineer and Contractor agree in writing, the final payment for the pay items of sprinkling, rolling, overhaul, additional quarter mile haul, stripping, scraper work, disking, blading, bulldozer work, road grader work, or mobilization may be fixed at plan quantity if the bid quantity multiplied by the unit bid price is less than \$250. This provision will apply regardless of whether the final quantity required is greater than or less than the quantity stated in the bid.

9.2 Scope of Payment

The Contractor must accept the compensation, as provided in the contract, in full payment for furnishing all materials, supplies, labor, tools, and equipment necessary to complete the work under the contract; for any loss or damage which may arise from the nature of the work, from the action of the elements, and from any unforeseen difficulties which may be encountered during the prosecution of the work, until the final acceptance by the Engineer, except where there is conclusive evidence that such damage is due to inadequate design and not to improper prosecution of the work; for all risks of every description connected with the prosecution of the work; for all expenses and damages which might accrue to the Contractor by reason of delay in the initiation and prosecution of the work for any cause whatsoever; for any infringement of patent, trademark, or copyright; and for completing the work according to the plans and specifications. The payment of any current or partial estimate does not in any way affect the obligation of the Contractor at its own cost to repair or renew any defective parts of the construction and to be responsible for all damages due to such defects if such defects or damages are discovered on or before the final inspection and acceptance of the work.

9.3 Payment for Extra Work

Extra work ordered, performed, and accepted will be paid for according to the terms of Change Orders, Change Directives or on the "Force Account" basis as directed by the Engineer.

9.4 Force Account

When extra work is ordered to be performed on the "Force Account" basis, the Contractor will be paid "actual field cost" plus 15 percent. "Actual field cost" is hereby defined to include Contractor's cost for workers, such as foreman, timekeepers, mechanics, and laborers, and materials, supplies, trucks, rentals on machinery and equipment for time actually employed or used on such extra work, plus actual equipment, for time actually employed or used in such extra work plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water, and similar operating expenses, and all necessary incidental expenses incurred directly on account of such extra work, including Social Security, Old Age Benefits, and other payroll taxes, and a ratable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability, Property Damage, workers' compensation, and other insurance as may be required by any law or ordinance or as directed by the County, or as agreed to by the County and the Contractor. The County may direct the form in which accounts of "actual field cost" will be kept, and records of those accounts must be made available to the County. The charges for (1) materials which are tangible personal property incorporated into the project or completely consumed at the job site, and (2) services required by or integral to the performance of the contract must be separated from all other charges, including the cost of labor, overhead, and materials which do not become part of the finished project or are not completely consumed at the job site. Unless otherwise specified, prices for use of machinery and equipment will be determined by using 80 percent of the latest schedule of Equipment Ownership Expense adopted by Associated General Contractors of America. Where practicable, terms and prices for use of machinery and equipment must be incorporated in a change order. Fifteen Percent of "actual field cost" to be paid to the Contractor will cover and compensate it for its profit, overhead, general superintendent, field office expense, and all other elements of cost and expense not embraced within "actual field cost" as herein defined, save that where the Contractor's field office must be maintained primarily on account of such extra work, in which case the cost to maintain and operate the same will be included in the "actual field cost."

The compensation, as herein provided for, will be received by the Contractor as payment in full for extra work done on the "Force Account" basis. The Contractor's representative and the Inspector must compare records of extra work done on the "Force Account" basis at the end of each day. Copies of these records will be made upon suitable forms provided for this purpose by the County and signed by both the County's and the Contractor's representatives, one copy being

forwarded to the Construction Administrator and one to the Contractor. All claims for "Extra Work" performed on the "Force Account" basis must be submitted to the Engineer by the Contractor upon certified statements to which must be attached certified copies of invoices covering the cost of, and the freight charges on, all materials used in such work, and such statements must be filed not later than the tenth day of the month following that in which the work was actually performed. The statements must separate charges for materials, incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the contract, from all other charges.

When extra work is ordered to be performed on the "Force Account" basis, and the estimated cost is less than \$500, payment of same may be made on the basis of an invoice submitted to the Engineer by the Contractor. The invoice must include the Contractor's actual cost for materials, labor, equipment, and incidentals necessary to complete the extra work. The invoice must separate charges for materials incorporated in the project or completely consumed at the job site and services required by or integral to the performance of the contract, from all other charges.

The invoice must also include additional compensation specified above, in this Paragraph 9.4, as well as the cost of the Contractor's bond on the extra work.

9.5 Partial Payments

On or before the first day of each month, the Contractor must submit to the Construction Administrator a statement showing the total value of the work performed up to and including the 25th day of the preceding month. The statement must also include the value of all sound materials delivered to the job site and to be included in the work and partially completed work whether bid as a lump sum or a unit item which in the opinion of the Engineer is acceptable. The statements must separate charges for materials which are tangible personal property incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the contract from all other charges. The Engineer will examine and approve or modify and approve such statement. To facilitate County tracking of minority purchasing goals, the Contractor must specify in its statement each month, and again in the Contractor's final billing, the dollar amount of the statement which can be attributed to a subcontractor qualified as a Historically Underutilized Business ("HUB") under the Travis County HUB Program.

In addition to the above, and upon presentation of copies of invoices and freight bills, an estimate must be made and included for the invoice the cost of acceptable reinforcing steel, structural steel, pre-cast concrete members, stone, gravel, sand, or any other nonperishable materials delivered on the work or in acceptable storage places and which have not been used in the work prior to such estimate.

For acceptable structural components (structural steel, concrete members, piling, etc.) fabricated in accordance with details shown on the plans and stored in any location approved by the Engineer, an estimate must be made and included for the invoice cost, exclusive of any transportation costs, of the material involved after the Contractor has furnished the Engineer with a copy of the invoice. Only materials which are completely constructed and/or fabricated on the Contractor's order for a specific project, and are so marked, and on which an approved Test Report has been issued, are eligible for inclusion in the Contractor's Partial Payment Request. This will also include the following items: concrete traffic barriers, pre-cast-concrete box culverts, concrete piling, reinforced-concrete pipes, and illumination poles. Written approval must be obtained from the Engineer before any repairs are made to fabricated material that has been approved for storage, and the Contractor must bear all expenses of the repairs. After material has been fabricated and placed in acceptable storage and has been paid for based on a monthly estimate, the Contractor must furnish the Engineer, within 30 calendar days of date of payment, a copy of the paid invoice. If this is not furnished, partial payment for fabricated material in acceptable storage will be omitted from the next estimate.

For pre-cast concrete products which may be completely fabricated or constructed by the Contractor for which invoice or freight bills are not pertinent, and which have been stored in acceptable storage places, and which have not been used in the work, an estimate will be made and included for 60 percent of the unit price bid for the specified products.

Partial payments for material on hand or in acceptable storage must not exceed the bid price.

For temporary erosion controls and tree fencing, the Contractor will be paid by the linear footage of controls installed and measured in place, including additional footage and placement that varies from the original approved plan.

Within 30 calendar days after receipt of an acceptable invoice, the County will either (1) notify the Contractor in writing of any objections which the County has or (2) pay the Contractor the amount invoiced, less 5 percent of the amount thereof, which 5 percent will be retained until final payment, and further less all previous payments and all sums that may be retained by the County under the terms of this Agreement. It is understood, however, that in case the whole work is near completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, the County may pay a reasonable and equitable portion of the retained percentage to the Contractor; or the Contractor at the County's option, may be relieved of the obligation to fully complete the work and, thereupon the Contractor will receive payment of the balance due under the contract subject only to the conditions stated under Paragraph 5.16, "Final Payment". Partial estimates showing an amount of work performed since the last preceding estimate of less than \$1,000 may be withheld until the amount of work performed on a partial estimate is at least \$1,000.

In order to be considered acceptable, an invoice must include: (1) the name, address, telephone number of the Contractor and similar information in the event payment is to be made to a different address, (2) the County contract number, (3) the Purchase Order number, (4) a Schedule of Values as outlined in the Contract, (5) any additional payment information which may be called for by this Contract.

9.6 Acceptance and Final Payment

When the work provided for in the contract has been completed by the Contractor, and all parts of the work have been approved and accepted by the Engineer, a final estimate showing the amount of the work and the amount due the Contractor under the contract will be prepared by the Engineer. The amount of the final estimate, less any sums previously paid under the contract will be paid to the Contractor.

Neither the final payment nor the remaining retained percentage will become due until the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or Owner's property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required by the Owner, another date establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Construction Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify Owner against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor must refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

The acceptance of final payment constitutes a waiver of all claims by the Contractor.

9.7 Plan Quantity Measurement

When plan quantity measurement is specified for an item, adjustment of quantities will be made according to the following:

If the quantities measured as outlined under "Measurement" vary from those shown in the proposal and on the "Estimate and Quantity" sheet by more than 5% (or as stipulated under the measurement article for the Item), either party to the contract may request, in writing, an adjustment of the quantities by each separate bid item, except that when stated in the particular item, the adjustment will be made based upon a designated element shown in the Item. The party to the Contract which requests the adjustment must present, to the other, one copy of field measurements and calculations showing the revised quantities in question. These revised quantities, when approved by the Engineer, together with all other quantities under the same bid item, will constitute the final quantity for which payment will be made.

When quantities are revised by a change in design, the "Plan Quantity" will be increased or decreased by the amount involved in the design change.

Payment for revised quantities will be paid for at the unit price bid for that bid item, except as provided for in Paragraph 4.13, "Increases and Decreases in Quantity of Work."

9.8 Disbursements to Persons with Outstanding Debts Prohibited

In accordance with Section 154.045 of the Local Government Code, the County hereby notifies the Contractor that if a notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of the Contractor to the State, the County, or a salary fund, a warrant may not be drawn on a County fund in favor of the Contractor, or an agent or assignee of the Contractor, until: (1) the County Treasurer notifies the Contractor in writing that the debt is outstanding; and (2) the debt is paid.

"Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.

The County may apply any funds the County owes the Contractor to the outstanding balance of any debt for which notice has been made under Paragraph 9.8 if the notice includes a statement that the amount owed by the County to the Contractor may be applied to reduce the outstanding debt.

9.9 Interest on Overdue Payments

Accrual and payment of interest on overdue payments will be governed by Chapter 2251 of the Texas Government Code.

9.10 Contractor must promptly pay Subcontractors

The Contractor must promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount of which said Subcontractor is entitled, reflecting the percentage actually retained, from payments to the Contractor on account of such Subcontractor's Work. The Contractor must, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in similar manner. All payments to Subcontractors and Sub-subcontractors must be made within 10 working days of receipt of payment for Work claimed in an Application for Payment that Subcontractor or Sub-subcontractor performed. Such Application for Payments must designate the dollar amount of Work which Subcontractor or Sub-subcontractor provided to allow for the Owner's tracking of Historically Underutilized Business ("HUB") Program requirements.

The Owner may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding the percentage of completion or the amounts applied for by the Contractor and the action taken thereon by the Owner on account of Work done by such Subcontractor.

The Owner has no obligations to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

None of the following constitutes an acceptance by the County of any Work not done in accordance with the Contract Documents: approval of Application for Payment, a Progress Payment, or partial or entire use or occupancy of the Project.

ITEM 10

MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

10.1 The Contractor agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, for a period of five years after final payment for completed services and all other pending matters concerning this Contract have been closed.

10.2 The Contractor further agrees that the COUNTY or its duly authorized representatives shall have access to any and all books, documents, papers, reports and records of the Contractor, which the

County deems are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and to ascertain compliance with federal and state employment discrimination laws. Contractor shall provide all information and reports required by Title VI and any regulations or directives issued pursuant to them. Contractor shall permit access to its books, records, accounts, other sources of information and its facilities as County may determine to be pertinent to ascertain compliance with these regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the County, as appropriate, and shall state what efforts it has made to obtain the information.

ITEM 11

TAXPAYER IDENTIFICATION

- 11.1 The Contractor must provide the County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Contract.

ITEM 12

CIVIL RIGHTS AND EQUAL OPPORTUNITY IN EMPLOYMENT

12.1 The Contractor agrees, during the performance of the services under this Agreement, that the Contractor shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933], and all other federal and state laws, rules, regulations, and orders pertaining to equal opportunity in employment, as if the Contractor were an entity bound to comply with these laws. The Contractor shall not discriminate against any applicant for employment, employee, or other person on the basis of race, color, religion, sexual orientation, gender identity/expression, age, national origin or handicapped condition and shall provide reasonable accommodations for disabilities as required by the Americans with Disabilities Act as amended. In accordance with Title VI of the Civil Rights Act of 1964.

- a. Compliance with Regulations: Contractor shall comply with the requirements relative to nondiscrimination in Federally-Assisted programs, including but not limited to Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1A, as they may be amended (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: Regarding the work performed by Contractor under this Agreement, it shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Seller shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Sanctions for Noncompliance: If Contractor does not comply with the nondiscrimination provisions of this Agreement, County shall impose the sanctions that it determines are appropriate, including, but not limited to, withholding of payments to Contractor under the Agreement until Contractor complies, or until cancellation, termination or suspension of the Agreement, in whole or in part.
- e. Incorporation of Provisions: Contractor shall include the provisions of sections 12.1 a-f (regarding nondiscrimination) and 10.2 (regarding access to records) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the

Regulations, or directives issued pursuant to them.

f. Nondiscrimination List: During the performance of this Agreement, the Contractor, for itself, and its assignees, and successors in interest, shall comply with all applicable nondiscrimination laws, regulations, and authorities in effect as of the Effective Date of this Agreement, including any amendments hereto. Applicable nondiscrimination authorities include, but are not limited to, the following:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

ITEM 13

PROTECTIONS OF PERSONS AND EQUIPMENT

13.1 Safety Regulations

- 13.1.1 It shall be the duty and responsibility of the Contractor to be familiar with and comply with all requirements of the Occupational Safety and Health Act of 1970. 29 U.S.C. Secs. 651 et seq., ("OSHA") and all amendments thereto, and to strictly enforce and comply with all of the provisions of the Act.
- 13.1.2 The Contractor shall have a copy of the current applicable OSHA safety and health regulations on site at all times that Work is in progress.
- 13.1.3 Contractor shall be responsible for any fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations by the Contractor or Sub-contractor.

13.2 Designated Personnel

- 13.2.1 All Contractors and Sub-contractors working on the Project shall designate an experienced and competent onsite "Safety Representative".
- 13.2.2 As required by OSHA, the Contractor shall designate in writing qualified "Competent Persons" to the Owner and Project Safety Manager prior to any work requiring their participation.
- 13.2.3 Travis County will designate an Owner's representative, who may also be the Owner's Project Manager, to act as the "Project Safety Manager".

13.3 Safety of Persons and Property

The provisions of this Article shall be referred to collectively as the "Safety Program".

- 13.3.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
1. all employees on the Work and all other persons, who may be affected thereby;
 2. all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of its Subcontractors or Sub-subcontractors; and

3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

13.3.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority or authority having jurisdiction bearing on the safety of persons or property for their protection from damage, injury, or loss.

13.3.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

13.3.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work and has been approved by the Owner, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

13.3.5 The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub- subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the General Conditions.

13.3.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner.

13.3.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger the safety of the Contractor or the work.

13.4 Emergencies

13.4.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in the General Conditions regarding Changes in Work.

13.5 Contractor Duties for Safety Program

13.5.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. This requirement applies

continuously and is not limited to normal working hours. Temporary items such as, but not limited to; scaffolding, staging, lifting, and hoisting devices, barricades, and safety and construction procedures necessary for completion of the Project shall be the responsibility of the Contractor and its sub-contractors and shall comply with all applicable codes and regulations. It shall not be the responsibility of the Owner, Project Manager, or the Project Safety Manager, as defined herein, or their representatives to determine if the Contractor, a sub-contractor or their representatives are in compliance with the aforementioned regulations.

13.6 Safety Planning

13.6.1 The effectiveness of the Safety Program depends upon the active participation and sincere cooperation of all Contractors' and Sub-Contractors' employees and the coordination of their efforts in carrying out the following basic responsibilities. It shall be the responsibility of the Contractor and all Sub-Contractors to:

- A. Properly plan all work to eliminate personal injury, property damage, and the loss of productive efforts.
- B. Establish and maintain a system for early detection and correction of unsafe practices and conditions.
- C. Provide adequate protection for adjacent public and private properties and to ensure the safety of the public at all times.
- D. Establish and conduct safety education programs designed to gain, stimulate and maintain the interest and active participation of all employees through:
 - i. Regular safety meetings and communication.
 - ii. Investigation of accidents/incidents that have caused or could cause injuries and damage to determine the cause and the taking of necessary corrective actions.
 - iii. Use of proper work procedures, personal protective equipment and mechanical guards.
 - iv. Safety instruction for individual employees and safety training programs.
 - v. Maintenance of records of accidents, incidents and losses and development of injury/losses experience summaries.
- E. Ensure that all employees of Contractor, as well as all employees of subcontractors of any tier, who perform any portion of the Work have completed the 10-hour minimum OSHA construction safety-training course prior to commencement of the Work. Contractor shall submit a copy of all training certificates to the Project Safety Manager prior to commencement of the Work.

- F. In the event that the scope of work for the Project includes an excavation that will exceed a depth of five feet (5'), comply with all applicable requirements of Subpart P of Part 1926 of 29 C.F.R., OSHA Health & Safety Standards and Texas Health & Safety Code Section 756.023, as amended, and submit a unit price for the particular evacuation safety systems to be utilized by the Contractor. Before commencing any excavation, which will exceed a depth of 5', the Contractor shall provide the Owner with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications must include a certification from a Texas licensed professional engineer indicating full compliance with the OSHA provision cited above. The engineer must be selected in accordance with the provisions of the Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code.

13.7 Administration and Organization

13.7.1 Travis County will designate an Owner's representative, who may also be the Owner's Project Manager, to act as the "Project Safety Manager". The Project Safety Manager will:

- A. Interpret regulations and Construction Contract requirements as they apply to the safety and health of persons on the Work site.
- B. In the discretion of the County, perform inspections of the Work areas from time to time to monitor and enforce Contractor compliance with the Safety Program.
- C. Direct the Contractor to stop any unsafe work practices in progress of which the Project Safety Manager becomes actually aware.
- D. Receive reports of all accidents from the Contractor and immediately notify Owner and the Travis County Risk Manager.
- E. To the extent that any safety hazards are identified during an inspection, notify the Contractor of the safety hazards and require their immediate mitigation.
- F. Attend all meetings for which the Project Safety Manager has received notice and which may be reasonably anticipated to impact safety.
- G. Be a resource for safety and health issues to all entities involved in the construction Project.

13.7.2 All Contractors and Sub-contractors working on the Project shall designate an experienced and competent onsite "Safety Representative".

- A. The name of the onsite Safety Representative will be provided to the Owner and the Project Safety Manager prior to the Contractor or Sub-contractor starting Work at the job site.
- B. The Safety Representative shall have successfully completed the 10-hour minimum OSHA construction safety- training course prior to commencement of the Work.

- C. The Contractor shall submit a copy of its training certificates, issued by the training organization, as evidence of completion of the aforementioned safety training courses to the Owner and the Project Safety Manager prior to commencement of the Work.
- D. The Safety Representative shall be responsible for implementing the Safety Program, ensuring that job site safety requirements and procedures are being accomplished, conducting safety inspections of Work being performed, conducting weekly safety meetings with craft employees and submitting reports as identified in the Contract Documents.
- E. The Safety Representative shall have the authority to correct unsafe acts or conditions.
- F. The Safety Representative shall be responsible for a continuing survey of its operations, to ensure that the probable causes of injury or accident are controlled and that operating equipment, tools and facilities are used, inspected and maintained as required by applicable safety and health regulations.
- G. The Safety Representative shall make frequent and regular inspections of the job site. Unsafe acts and/or conditions noted during inspections shall be corrected immediately.

13.7.3 Contractor Construction Safety Responsibilities

- A. All Contractors, Sub-Contractors and Sub-subcontractors working on this Project shall comply with this Safety Program and shall be responsible for its implementation and for providing the means and methods required for compliance.
- B. The Contractor shall furnish all information concerning safety of its operation on the Project as may be reasonably required by Owner or the Project Safety Manager.
- C. The Contractor shall develop, present, and ensure attendance and successful completion of each Contractor and Sub-Contractor worker in a Site Specific Safety Orientation prior to their deployment on the jobsite and start of Work. The training will include topics specific to the scope of Work including:
 - i. Procedures for emergency evacuation
 - ii. Hazardous material used on the job site
 - iii. Proper work attire
 - iv. Personal protective equipment
 - v. Reporting injuries and accidents
 - vi. Stopping/restarting work in an imminently hazardous situation
- D. The Contractor shall instruct each employee on the job site in the recognition and avoidance of unsafe acts and/or conditions applicable to the Work environment to control or eliminate injury or illness. The Contractor shall enforce the Project and statutory safety rules with its employees.

- E. The Contractor is responsible for notifying Owner of any hazardous chemicals or substances that are brought or caused to have been brought on the job site. The Contractor is responsible for the legal storage, use and disposal of waste of any hazardous chemicals or substances.
- F. The Contractor shall provide Owner with a copy of Contractor's "Hazard Communication Program" and the "Material Safety Data Sheet(s)" (MSDS) for the chemical(s) or substance(s) intended for use on the site. A bookcase, centrally located, will be dedicated for this information. The Contractor is responsible for keeping this information current.
- G. The Contractor and any subcontractors so notified shall make all reasonable efforts to correct unsafe conditions or acts. Satisfactory corrective action shall be taken within the specified abatement time. If the Sub-contractor refuses to correct unsafe or unhealthy conditions or acts, or eliminate fire hazards, the Contractor's Superintendent, the Contractor's Safety Representative, or the Owner's Project Manager may take steps in accordance with the Construction Contract.
- H. The Contractor shall require each of its Subcontractors (all tiers), vendors and suppliers to abide by the Project safety and health requirements.
- I. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger the safety of the Contractor or the Work.
- J. The Contractor shall provide to Owner and Project Safety Manager an emergency on-call phone number, suitable to contact the Contractor's representative 24 hours a day, seven days a week, during the duration of the Construction Contract and Work.
- K. Tool Box Training – The Contractor and Subcontractors will hold weekly safety training in their work area with their entire crew.

13.8 Stopping and Restarting Work

- 13.8.1 The Owner shall have the right to stop Work whenever safety violations are observed which could imminently jeopardize the well-being of personnel and equipment. The expense of any such Work stoppage and resultant standby time shall be charged to the Contractor and deducted from the next Application for Payment.
- 13.8.2 Work that has been stopped for safety reasons can only be restarted when the full corrective action has been implemented and the hazardous conditions or actions no longer exist. The decision to restart the Work will be made with the concurrence of Owner, the Project Safety Manager, the Contractor and its affected Sub- contractor(s) and will be documented in writing.

13.9 Specific Safety Requirements

- 13.9.1 Fall Protection

- A. At no time shall any employee be exposed to the potential of a fall of six (6) feet or more without using required fall protection. Each employee on a walking/working surface six (6) feet or more above lower levels shall be protected from falling by the use of a guardrail system, a safety net system, or a personal fall arrest system.
- B. The Contractor shall prepare a "Fall Protection Program", which means a detailed written description of how the Contractor and its Subcontractors will comply with the 6 foot fall protection requirements for the protection of all employees throughout all phases of the Work. The Fall Protection Program shall be submitted to the Project Safety Manager for review and acceptance at least 5 working days prior to the commencement of Work. The Fall Protection Program shall be maintained on site and be available upon request.

13.9.2 Drug and Alcohol Testing

- A. Employee impairment is prohibited - No employee will use unlawful drugs or report for work or will work impaired by any substance, lawful or unlawful.
- B. All Contractor and Sub-contractor employees are required to report to work in proper condition to perform their assigned duties.

As a necessary part of the overall commitment to maintaining a safe and productive Work environment, the possession, use, manufacture, distribution, dispensation, or presence of any controlled substance or alcohol will be prohibited on all Travis County construction sites.

- C. In the event of an accident or upon the determination of a reasonable suspicion of workplace substance abuse, the applicable employees of the Contractor and any Subcontractors will be required to be tested for substance abuse. Results of all post-accident and reasonable suspicion tests will be provided to Owner and the Project Safety Manager.
- D. Post-accident test.
 - i. Contractor and Sub-contractor employees involved in accidents or incidents will be required to be tested for substance abuse.
 - ii. The costs for this testing will be the responsibility of the Contractor, Subcontractor, or as set forth in their contracts with Travis County.
 - iii. Specimen collection for drug testing and the alcohol test will be completed within two (2) hours of the accident.
 - iv. Employees, who produce a confirmed positive test, will be permanently prohibited from working on the current Project and, in the discretion of the County, on any other Travis County construction site until they have been cleared from treatment and have provided a negative test result.
- E. Reasonable suspicion test.
 - i. Where reasonable suspicion exists that an employee of the Contractor or any Subcontractor exhibits signs of substance abuse as detected by trained and

knowledgeable supervision, the employee will be required to be tested for substance abuse.

- ii. The costs for this testing will be the responsibility of the Contractor, Subcontractor, or as set forth in their contracts with Travis County.
- iii. Specimen collection for drug testing and alcohol testing will be completed within two (2) hours of the accident.
- iv. Employees, who produce a confirmed positive test, will be prohibited from working on the current Project and, in the discretion of the County, on any other Travis County construction site, until they have been cleared from treatment and provide a negative test result.
- v. Reasonable suspicion protocol support and training will be provided by the Contractor to the Safety Representative and by the County to the Project Safety Manager.

F. Reporting Testing Results

- i. Confidentiality - All test results will be treated as medically confidential.
- ii. All test results will be maintained in a secure file maintained by Owner or the Project Safety Manager.
- iii. Acceptable documentation in lieu of actual test results, shall include a memorandum on the employer's letterhead stating:
 1. The employee's full name,
 2. The drug test date,
 3. An indication that drug results were positive or negative, and
 4. The name of laboratory in which the tests were performed.

13.9.3 Fire Protection

- A. The Contractor is responsible for the development of the following programs and procedures:
- i. a fire protection and prevention program,
 - ii. a flame/spark/hot work permit procedure, and
 - iii. a flammable/combustible liquid storage/dispensing procedure

To the extent applicable to a Project, these programs and procedures are to conform to OSHA and NFPA standards and must be submitted to the Project Safety Manager for review and acceptance prior to the commencement of work.

- B. The Contractor shall be responsible for fire protection in its work and operational areas, including offices, tool rooms, and storage area 24 hours per day, seven days per week through the duration of the Construction Contract. Approved firefighting equipment, in adequate quantities, must be provided and maintained by the Contractor, and the Contractor's employees must be trained in the use of such equipment.

- C. Fire protection equipment will be made available during all phases of construction.

- 13.9.4 All lifting and rigging procedures will be submitted to the Project Safety Manager, who may consult with the Project's design consultant, for review and acceptance prior to lifting and erecting materials and/or equipment.

13.9.5 The Contractor shall immediately report all accidents and incidents relating to construction safety to the Owner and the Project Safety Manager in person or by telephone or by email with written confirmation of receipt. The primary responsibility for accident/incident investigation lies with the Contractor. However, the Contractor and Sub-Contractors shall cooperate to the fullest extent in the Owner's investigation of all accidents and incidents. The Contractor must submit to the Project Safety Manager a written report regarding the accident or incident, its response, and its mitigation plan within 3 working days.

13.9.6 Personnel Clothing

- A. Shirts shall be worn at all times. Sleeveless shirts and tank tops are not permitted.
- B. Long pants are required.
- C. Hard leather work shoes/boots are required. Tennis type shoes, sandals, docksiders, hush puppies, steel-toed sneakers or bare feet are prohibited. Additional foot protection shall be worn for certain operations such as, operating tamping equipment or jackhammers and where employees handle or carry heavy tools, objects, etc.. Contractors are urged to recommend safety shoes to be worn by all employees.

13.9.7 Personnel Protective Equipment

- A. Contractor is responsible for determining, training in use, providing and requiring the use of appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions. There will be specific job site requirements established by Owner and the Project Safety Manager. All records shall be maintained at a location accessible to the Project Manager and the Project Safety Manager.
- B. Approved hard hats meeting specifications contained in American National Standards Institute (ANTI), Z16.89.1-1916.81 and/or Z16.89.2-1971 are required in the construction area at all times. Contractor's personnel must wear hard hats clearly marked with employee name, and company logo.
- C. Safety glasses with attached side shields meeting ANTI Z87.1-1989 are required in construction areas at all times.

13.9.8 Competent Persons

- A. As required by OSHA, the Contractor shall designate all "Competent Persons" in writing to the Owner and Project Safety Manager prior to such any work requiring their participation. Their qualifications for such designation as a Competent Person will be submitted with their designation. Competent persons are required for areas that shall include but may not be limited to:
 - i. Scaffolding
 - ii. Excavation and Trenching
 - iii. Fall Protection
 - iv. Rigging Equipment

- v. Cranes and Hoists
- vi. Aerial Lift Procedures
- vii. Sling and Wire Rope Inspection
- viii. Demolition
- ix. Fire Protection
- x. Ionizing Radiation
- xi. Assured Grounding Conductor Program

13.9.9 First Aid

- A. The Contractor shall have at least one onsite employee trained in first aid at all times, and that employee shall be able to administer first aid when needed.
- B. The Contractor shall ensure that first aid supplies approved by the Contractor's consulting physician shall be easily accessible onsite when required.

13.9.10 Hazard Communication Program and Material Safety Data Sheets

- A. The Contractor is responsible for maintaining a copy of "Contractor's Hazard Communication Program" and "Material Safety Data Sheet(s)" on site for the Contractor's own reference and employee training.

13.9.11 Explosives

- A. The use of explosives is strictly prohibited unless authorized in writing by the Owner and any other governing entities having jurisdiction in the locality of the Project. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

13.9.12 Critical Lifts

- A. Critical lifts are determined by any one of the following conditions:
 - i. Individual loads weighing 30 tons or more
 - ii. Lifts requiring more than one crane to handle a common load
 - iii. Load exceeds eighty-five percent (85%) of the crane capability as shown on the applicable crane manufacturer's load charts for the configuration to be used.
 - iv. Items specially classified due to physical dimensions, susceptibility to internal damage and schedule impact.
 - v. Parts, components, assemblies, or lifting operations designated as such because the effect of dropping, upset, or collision of items could:
 - 1. Cause significant delay
 - 2. Cause undetectable damage resulting in future operational or safety problems
 - 3. Result in significant release of radioactivity or other undesirable condition
 - 4. Present a potentially unacceptable risk of personal injury or property damage.

- B. Critical lifts require a written rigging plan for handling operations, approved by the Contractor's Superintendent, Contractor's Safety Representative, and the Project Manager prior to lift.

13.9.13 Environmental

- A. The Contractor shall notify the Owner of any hazardous waste it will generate during performance of the Work. The Contractor has the direct responsibility for maintaining proper storage of these wastes while on site and will verify to the Owner in writing that the wastes have been disposed of in a legal manner.
- B. The Contractor shall keep the site, free from accumulation of water, no matter what source or cause. The Contractor shall dispose of water in such manner as will not endanger public health or cause damage or expense to Owner's or adjacent property. The Contractor shall comply with requirements of any public agencies having jurisdiction. If sewers and streets are allowed to be used for drainage or disposal of water during construction, the Contractor shall maintain and leave these satisfactorily clean upon completion of Work.
- C. Contractor shall not pour, bury, burn, nor in any way dispose of a chemical on the job site without the permission of the Owner.
- D. Contractor shall, at its expense, provide suitable facilities to prevent the introduction of any substances or materials into any stream, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.
- E. Contractor shall perform the Work as not to discharge into the atmosphere from any source whatever, smoke, dust, or other air contaminants in violation of the laws, rules and regulations of the governmental entities having jurisdiction.

ITEM 14

14.1 DISPUTES AND APPEALS:

The Purchasing Agent acts as the County representative in the issuance and administration of this contract. Any document, notice, or correspondence not issued by or to the Purchasing Agent is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within 10 working days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, the Contractor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within 10 working days after receipt of the unsatisfactory reply. The Contractor then has the right to be heard by the Commissioners Court.

14.2 DISPUTES:

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. Subject to the provisions of Chapter 552 of the Texas Government

Code, all communications within the scope of the mediation will remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

14.3 Notices

Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address herein specified.

The address of County for all purposes under this Agreement is:

C.W. Bruner, PMP, CPPB (or successor)
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767
c.w.bruner@traviscountytexas.gov

With copies to (registered or certified mail with return receipt is not required):

Cynthia McDonald (or successor)
County Executive, TNR
P.O. Box 1748
Austin, Texas 78767
Cynthia.McDonald@traviscountytexas.gov

The address of Contractor for all purposes under this Agreement is:

Jared White
Packsaddle Management, LLC.
P.O. Box 4385
Horseshoe Bay, TX 78657
jwhite@packsaddlemanagement.com



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Approve Modification No. 3 to Contract No. 4400007851 with Johnson, Mirmiran & Thompson, Inc., in the amount of \$126,328.53, for Substandard Road Project – Lago Ranchos. (Transportation & Natural Resources) (Commissioner Travillion)

Prepared By/Phone Number: Geri Castaneda, Procurement Specialist III, 512-854-1754

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

The Lago Rancho substandard road project will improve the roadways to meet the County's maintenance requirements. This project provides engineering services to design an upgrade to the existing right-of-way including roads and drainage.

Modification No. 3 is for additional design services to include an additional 800 linear feet of La Paloma Lane, extending the project's limits to cover the full roadway length in addition to construction phase services. This modification will change the contract amount from \$592,883.70 to \$719,212.23, an aggregate increase of 44.72% from the original contract amount.

Contract Information:

Contract No.: 4400007851

Contractor Name: Johnson Mirmiran & Thompson, Inc.

Contract Modification Amount: \$126,328.53

Contract Period: Through completion

Previous Contract Expenditures:

Within the last 12 months, \$356,783.06 has been spent against this contract.

Previous Contract and Modification Activity:

On February 23, 2026, the Purchasing Agent approved Modification No. 2 for additional consulting services for public outreach, by \$1,368.35 from \$591,515.35 to \$592,883.70, an aggregate increase of 19.30% from the original contract amount.

On September 23, 2025, Commissioners Court approved Modification No.1 for additional design services due to unforeseen requirements, by \$94,532.42 from \$496,982.93 to \$591,515.35, an aggregate increase of 19.02% from the original contract amount.

On January 28, 2025, Commissioners Court approved the initial contract, in the amount of \$496,982.93.

Staff Recommendations:

Transportation and Natural Resources recommends approval of Modification No. 3 in the amount of \$126,328.53.

Purchasing Comments:

The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

Funds Reservation #: 200003153

Required Authorizations:

N/A

Attachments:

1. DeptMemo_Mod3
2. 4400007851, Mod 3

COURT

TRANSPORTATION AND NATURAL RESOURCES

CYNTHIA C. MCDONALD, COUNTY EXECUTIVE



Travis County Administration Building
700 Lavaca Street-5th Floor
P.O. Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

June 30, 2026

MEMORANDUM

TO: C.W. Bruner, PMP, CPPB, Purchasing Agent

FROM: Robert Valenzuelz, P.E., CFM, Public Works Director

Signed by:

Robert Valenzuelz
0874DC07BD7F4D8...

SUBJECT: Substandard Road Project – Lago Ranchos
Contract Modification No. 3
Contract No. 4400007851 – Johnson, Mirmiran, & Thompson, Inc.

7/1/2026

Summary:

This contract modification provides funding for 100% design and bid phase services to add approximately 800 linear feet of La Paloma Lane, extending the project limits to cover the full roadway length. This segment is not included in the current scope.

This modification also provides funds to include a new work product, Work Product 5 – Construction Phase Services, under which the consultant will provide support during construction, including general assistance to ensure the work is performed in accordance with the approved plans and specifications, as well as coordination, review, and project closeout support.

Please refer to the attached documents for additional details.

TNR staff recommends approval of this modification in the amount of \$126,328.53. With this change, the total contract amount will increase to \$719,212.33, representing a 25.4% increase from the original contract value. Table below outlines the details.

Work Product	Original Contract Amount	MOD One Contract Amount	MOD Two Contract Amount	MOD Three Contract Amount	Revised Contract Amount
Work Product 1	\$212,444.72	-\$66,161.82	\$0.00	\$0.00	\$146,282.90
Work Product 1 (MOD 1)		\$92,192.37	\$0.00	\$0.00	\$92,192.37
Work Product 2	\$180,174.23	\$0.00	\$0.00	\$0.00	\$180,174.23
Work Product 2 (MOD 1)	\$0.00	\$56,599.23	\$0.00	\$0.00	\$56,599.23
Work Product 2 (MOD 2)	\$0.00	\$0.00	\$1,368.35	\$0.00	\$1,368.45
Work Product 3	\$88,737.48	\$0.00	\$0.00	\$0.00	\$88,737.48
Work Product 3 (MOD 1)	\$0.00	\$11,902.64	\$0.00	\$0.00	\$11,902.64
Work Product 3 (MOD 3)				\$49,750.60	\$49,750.60
Work Product 4	\$15,626.50	\$0.00	\$0.00	\$0.00	\$15,626.50
Work Product 4 (MOD3)				\$1,955.15	\$1,955.15
Work Product 5 (MOD 3)				\$74,622.78	\$74,622.78
Grand Total	\$496,982.93	\$94,532.42	\$1,368.35	\$126,328.53	\$719,212.33

Budget Information:

The requested amount is reserved on the following funds reservation: 200003153.

Attachments:

- Request for Contract Modification No. 3

CC: Geri Castaneda, Purchasing
Camille Cortez-Lee, CIP Finance
Kondala Rao Mantri, TNR
Sandeep Pandey, TNR

Signed by:

B12CC5DB1345419...

7/1/2026

MODIFICATION OF CONTRACT: 4400007851, Substandard Road Project – Lago Ranchos

ISSUED BY:

Travis County Purchasing Office
P.O. Box 1748
Austin, Texas 78767
Contact: Geri Castaneda
Tel. No: (512) 854-1754

ISSUED TO:

Johnson, Mirmiran & Thompson, Inc.
Attn: Jason West
801 E. Old Settlers Blvd., Suite 102
Round Rock, Texas 78664

MODIFICATION NO.: 3

EXECUTED DATE OF ORIGINAL CONTRACT: January 29, 2025

ORIGINAL CONTRACT TERM: January 29, 2025 to Through Completion

MODIFIED CONTRACT TERM END DATE: Through Completion

ORIGINAL CONTRACT AMOUNT: \$496,982.93

MOD. 3 AMOUNT: \$126,328.53

CUMULATIVE CONTRACT AMOUNT: \$719,212.23

Note to Vendor:

☒ Complete and execute (*sign*) your portion of the signature block section as tagged below.
☐ DO NOT execute. Retain for your records.

Court Approval Required?

☒ Yes
☐ No

DESCRIPTION OF CHANGES: Except as provided in this Modification 3, all terms, conditions and provisions of the Contract referenced above, as previously modified, remain unchanged and in full force and effect.

- Reference Exhibit 1, "Compensation for Professional Services and Schedule of Payments," Section 1 – Compensation for Basic Services, and Section 5 – Total Agreement Sum. The fixed fee for Professional Services is changed as reflected in the table below.
- The additional services have been added as outlined in the attached (Appendix A) Scope of Services and is made part of the contract.

	Current Contract Amount	Modification #3 Amount	Modified Contract Amount
Work Product 1	\$ 238,475.27		\$ 238,475.27
Work Product 2	\$ 238,141.81		\$ 238,141.81
Work Product 3	\$ 100,640.12	\$ 49,750.60	\$ 150,390.72
Work Product 4	\$ 15,626.50	\$ 1,955.15	\$ 17,581.65
Work Product 5		\$ 74,622.78	\$ 74,622.78
Grand Total	\$ 592,883.70	\$ 126,328.53	\$ 719,212.23
Aggregate Increase of the Original Contract Amount (Including this Modification)			44.72%

LEGAL BUSINESS NAME: Johnson, Mirmiran & Thompson, Inc.

Signed by:

BY: Kristi Flagg

SIGNATURE

7/13/2026

DATE: _____

Kristi Flagg

BY: _____

PRINT NAME

Senior Vice President

TITILE: _____

ITS DULY AUTHORIZED AGENT

TRAVIS COUNTY, TEXAS

BY: _____

C.W. BRUNER, PMP, CPPB, PURCHASING AGENT

DS

ac

DATE: _____

TRAVIS COUNTY, TEXAS

BY: _____

ANDY BROWN, TRAVIS COUNTY JUDGE

DATE: _____

**APPENDIX A
 MODIFICATION NO. 3
 SCOPE OF WORK**

Work Product 3 – 100% Complete Design Phase

1. Consultant will perform additional plans, specifications, and estimates (PS&E) and plan production to extend the limits of La Paloma Lane by approximately 800 feet (as shown in the Exhibit below) covering the full length of the roadway. The effort will include:
 - a. All services with Work Product 3 as outlined in the original contract executed on January 29, 2025; and provide the following environmental services:
 - i. Consultant will communicate with Travis County regarding the project's location within Golden Cheeked Warble Zone 2 territory to determine endangered species requirements and any applicable permitting.
 - ii. Documentation of email correspondence with the Balcones Canyonlands Conservation Plan (BCCP) providing the project location and limits so that endangered species requirements can be determined.
 - iii. Drainage acreage of the waterway identified within the project area across La Paloma.

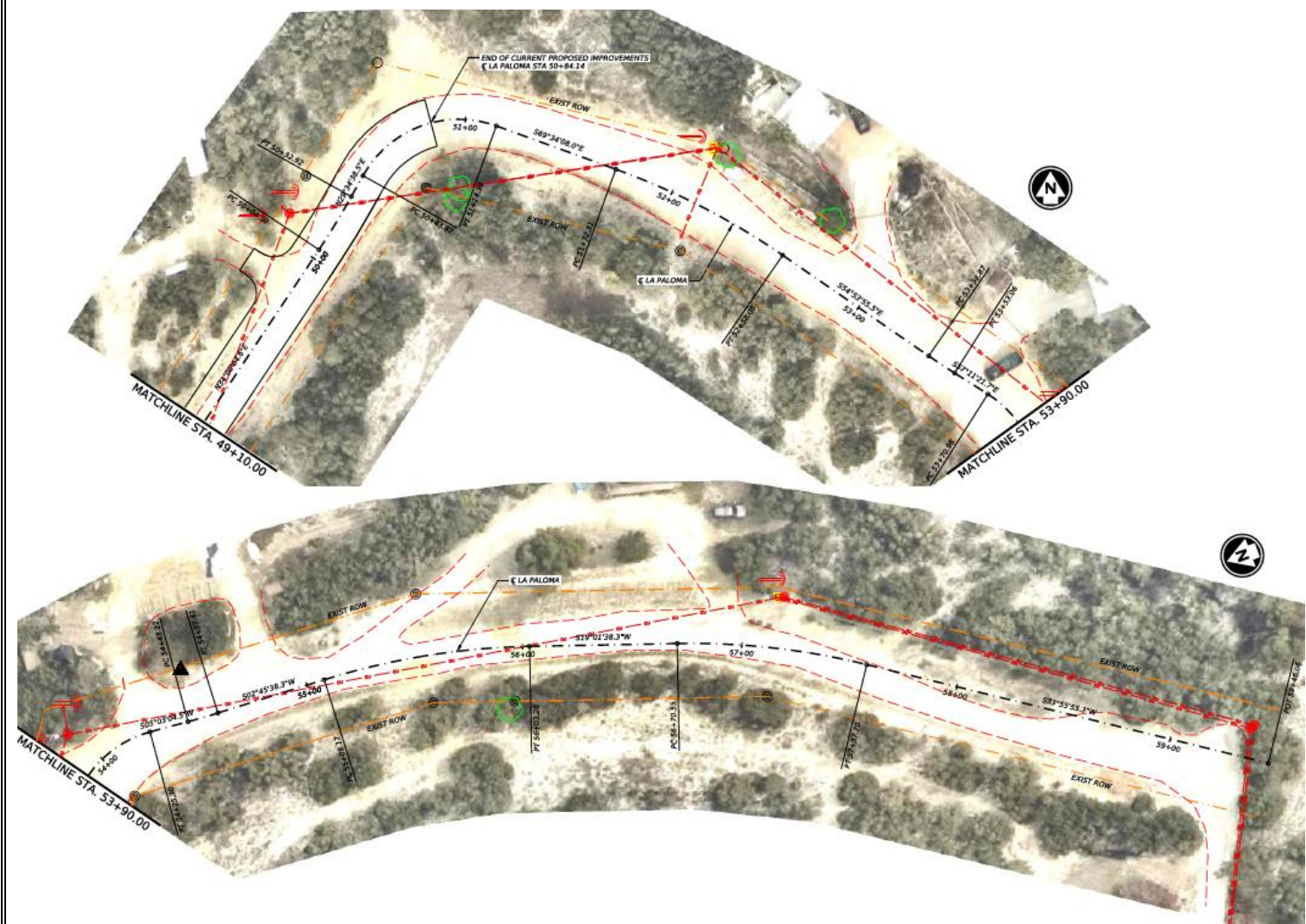
Work Product 4 – Bid Phase Services

1. Consultant will provide bid phase services in accordance with Work Product 4 of the original contract executed on January 29, 2025 and will also include the following:
 - a. Provide thorough research into the contractor's experience and background and provide a recommendation to the County, if requested.

Work Product 5 – Construction Phase Services

1. Review contractor shop drawings, materials, plans, specifications, and other contractor request for clarification. Processing will be completed through Procore.
2. Provide on-call support, as needed, throughout the construction period for up to twelve (12) hours.
3. Review and respond to up to nineteen (19) contractor requests for information (RFIs) and Submittals. Processing will be completed through Procore.
4. Attend up to sixteen (16) progress meetings, either on-site or virtual, including meetings following site visits.
5. Conduct substantial completion and final walkthroughs and develop inspection punch list items.
6. Prepare record drawings based on change orders, field orders, contractor redlines, and as requested by the Travis County Project Manager.
7. Perform Geotechnical Construction Phase Services including up to two (2) field visits, up to two (2) RFIs and review of geotechnical submittals.
8. Provide engineer concurrence letter summarizing:
 - a. Final walkthrough punch list items have been addressed
 - b. Verify record drawings prepared by contractor/County include all change orders, field orders, and contractor's redlines
9. Conduct warranty walk-through inspection and provide a summary memo.

LA PALOMA EXTENSION EXHIBIT





Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Approve termination of Agreement No. 4400003272 with GE Precision Healthcare, LLC, for equipment and services of the Revolution EVO CT Scanner. (Medical Examiner's) (Commissioner Travillion)

Prepared By/Phone Number: Jerry Jones, Procurement Specialist IV, 512-854-6068

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

On August 1, 2017, the Purchasing Agent approved this contract for a Revolution EVO CT Scanner for Forensic Scanning. The Medical Examiner's Office is requesting termination of the agreement. A new CT Scanner has been purchased through the Request For Proposal solicitation process. Maintenance and support of the GE CT Scanner is no longer required.

The Medical Examiner's Office requests this contract be terminated in accordance with Section 4 of Modification 5, Amendment to Contract, using a 60-day written notice. The Amendment to Agreement document acknowledges that August 16, 2026, is the termination date. The Service Agreement Addendum document closes out the payment schedule and credits the remaining balance due for the current term of the maintenance and support.

Current Contract Expenditures: Within the last 12 months, \$72,178.72 has been spent against this agreement.

Staff Recommendations:

Travis County Medical Examiner's Office recommends the termination of this agreement.

Purchasing Comments: The Purchasing Agent confirms the recommendation to terminate the agreement.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

N/A

Attachments:

1. Dept Memo 2026 GE Precision Healthcare LLC Contract Termination - 4400003272 070826
2. DRAFT GE Precision Healthcare Agreement termination notice_
3. 06.18.2026 Travis County TX SVC Amendment (WF 04016105.0) (1) (002)_vendor signed
4. TRAVIS COUNTY MEDICAL EXAMINER - 2295A19 - Addendum - 6-15-2026 Vendor Signed



TRAVIS COUNTY MEDICAL EXAMINER



J. KEITH PINCKARD, MD, PhD
D-ABP, F-ABMDI
CHIEF MEDICAL EXAMINER

BETH DEVERY, RN, JD
CHIEF OPERATIONS OFFICER

MEMORANDUM

TO: C.W. Bruner, PMP, CPPB

FROM: Cory Raab, Financial Analyst Sr., Travis County Medical Examiner

CC: Beth Devery, Chief Operations Officer, Travis County Medical Examiner

RE: Terminate Contract 4400003272, GE Precision Healthcare LLC

DATE: July 8, 2026

Travis County Medical Examiner's Office (TCMEO) requests the County terminate the existing contract for GE Precision Healthcare LLC for the maintenance and support services for Contract 4400003272.

Please contact me at 4-6654 with any questions.

Travis County Purchasing Office

C.W. Bruner, PMP, CPPB
Purchasing Agent



Tuesday, July 14, 2026

GE Precision Healthcare, LLC.
Attn: Carmenza Ramirez
3000 N. Grandview Blvd.
Waukesha, WI 53188

RE: Notice of Termination, Agreement for CT Scanner for Forensic Scanning and Related Services,
Contract 4400003272.

Dear Ms. Ramirez:

Please accept this letter as written notice that Travis County is terminating contract 4400003272 effective August 15, 2026, pertaining to the equipment and services of the Revolution EVO CT Scanner. We are exercising the right to terminate in accordance with Section 4 of Modification 5, Amendment to Contract, executed on January 27, 2026.

If you have any questions, please contact Jerry Jones, Procurement Specialist IV, at 512-854-6068.

We appreciate your service to Travis County.

Sincerely,

C.W. Bruner, PMP, CPPB
Purchasing Agent

PO Box 1748, Austin, Texas 78767

Values and Guiding Principles: Professionalism, Innovation, and Equity (Easy as **PIE**)



Amendment to Agreement

This Amendment to Agreement ("Amendment") is made by Travis County, Texas ("County" or "Customer") and GE Precision Healthcare LLC, a GE HealthCare business with an address at 3000 N. Grandview Blvd., Waukesha, WI 53188 ("GE HealthCare") ("GE HealthCare"), parties to the Contract for Procurement of CT Scanner for Forensic Scanning and Related Services effective August 1, 2017 (the "Contract")

The Agreement is amended as follows:

1. The parties acknowledge that Customer is removing all Products from the Agreement as reflected in Service Agreement Addendum dated January 13, 2026 with Quotation ID # 4D5148C attached hereto as Exhibit A. For the avoidance of doubt, the Agreement will terminate on August 15, 2026.
2. Except as set forth in this Amendment, the Agreement is unaffected and continues in full force in accordance with its terms. If there is a conflict between this Amendment and the Agreement or any other earlier amendment, the terms of this Amendment will prevail.

The parties have caused this Amendment to be executed by their authorized representatives as of the last signature date below.

Travis County, Texas

GE Precision Healthcare LLC, a GE HealthCare business

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: Carmenza Ramirez
Print Name: Carmenza Ramirez
Title: SSDL
Date: 7/14/2026

Exhibit A

GE HealthCare Service Agreement Addendum with Quotation ID # 4D5148C (please see attached)

TRAVIS COUNTY MEDICAL EXAMINER

Document instructions: Please sign and return this Addendum to*:

Name: Carmenza Ramirez

Email: carmenza.ramirez@gehealthcare.com

Phone: 262-281-0292

Quotation Date: June 15, 2026

Quotation ID#: 2295A19

Quotation Expiration Date: August 14, 2026

Agreement #(s): 1-552987850911

**Notify us for any changes to existing Purchase Order*

The Agreement is hereby amended as follows: The Product identified herein is added, deleted, or modified as indicated. Service for additions or modifications continues until Agreement expiration. In the event of conflict between this Addendum and the Agreement, this Addendum prevails.

The Addendum start date for products added or modified is:

(a) the Effective Date herein if Customer signs and returns this Addendum within 30 calendar days of that date; or

(b) the date of signature if Customer does not sign and return this Addendum within 30 calendar days of the Effective Date herein.

Customer

Signature: _____

Print Name: _____

Title: _____

Date: _____

GE Precision Healthcare LLC, a GE HealthCare business

Signature: _____

Carmenza Ramirez

Title: SSDL

Date: 6/15/2026

Department Contact

Name: _____

Title: _____

Phone: _____

Email: _____

TRAVIS COUNTY MEDICAL EXAMINER

Quote Created Date: 6/15/2026
 Quote Expiration Date: 8/14/2026

Line #	Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Annual Amount
1	System ID: 512TRAVISAWS Phy Loc Acct: 3366803 Contract: 1-552987850911 Global Order #: 4550229	DELETE (98) Active System (terminate system on all agreements) DEL	GEHC WORKSTATION AW SERVER, Physical L (CAWL02)	8/15/2026	All Service Coverages**			Total reduction: -\$4,149.59 (annualized: -\$9,134)
2	System ID: 512TRAVISCT Phy Loc Acct: 3366803 Contract: 1-552987850911 Global Order #: 4550229	DELETE (98) Active System (terminate system on all agreements) DEL	GEHC CT REVOLUTION EVO EL/EX/ES (CSPL21)	8/15/2026	All Service Coverages**			Total reduction: -\$29,117.97 (annualized: -\$64,094)

The Agreement is hereby amended as follows. The Product above is added, deleted, or modified as indicated. Service for additions or modifications continues until Agreement expiration. In the event of conflict between this Addendum and the Agreement, this Addendum prevails.



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Approve Change Order No. 3 with Sundt Construction, in the amount of \$159,734.50, for Balcones Canyonland Preserve Maintenance. (Transportation and Natural Resources) (Commissioner Travillion)

Prepared By/Phone Number: Priscilla Harrington, Procurement Specialist III, 512-854-6663

Elected/Appointed Official or Department Head: C W Bruner

Commissioners Court Sponsor(s): Commissioner Travillion

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

The Balcones Canyonland Preserve (BCP) is an assemblage of protected lands for several federally endangered species and species of concern. The existing roads in the BCP consist of dirt and rock and are showing signs of erosion and disrepair. This project supplements the County's broader BCP road maintenance efforts by following a phased approach to repair 23.5 miles out of 70.1 miles identified as degraded.

Change Order No. 3 adjusts bid quantities for the current work season, for items including dust control, six-inch concrete pavement, and rip rap for slope protection. It also adds 1,029 calendar days to update this and existing change orders' calendar days from the initial contract calendar days' amount. This change order increases the contract by \$159,734.50, from \$11,574,938.65 to \$11,734,673.15.

Contract Information:

Contract No.: 4400006661

Contractor Name: Sundt Construction

Contract Modification Amount: \$159,734.50

Contract Period: Through completion

Current Contract Expenditures:

Within the last 12 months, \$6,872,959.95 has been spent against this contract.

Previous Contract and Modification Activity:

On June 17, 2025, Commissioners Court approved Change Order No. 2, for items including preparing ROW, excavation, and embankments, in the amount of \$6,872,971.45; from \$4,701,967.20 to \$11,574,938.65.

On October 29, 2024, Commissioners Court approved Change Order No. 1, for items including drainage pipe, native seeding, excavation, and removal of trees, in the

amount of \$597,216.20; from \$4,104,751.00 to \$4,701,967.20.

On December 12, 2023, Contract No. 4400006661 was awarded by Commissioners Court in the amount of \$4,104,751.00.

Staff Recommendations:

Transportation and Natural Resources recommends approval of Change Order No. 3 with Sundt Construction in the amount of \$159,734.50.

Purchasing Comments:

The Purchasing Agent confirms that the purchasing process complied with the County procedures and Texas statutes applicable to it.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

Funds Reservation #: 200003166

Required Authorizations:

N/A

Attachments:

1. Change Order 3 - Dept Memo
2. 4400006661 Change Order 3 DRAFT

TRANSPORTATION AND NATURAL RESOURCES

CYNTHIA C. MCDONALD, COUNTY EXECUTIVE



700 Lavaca Street-5th Floor
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
Phone: (512) 854-9383

COURT

MEMORANDUM

DATE: July 13, 2026

TO: C.W. Bruner, Purchasing Agent

FROM: Cynthia C. McDonald, County Executive

DocuSigned by:
A blue rectangular stamp containing a handwritten signature in black ink. Below the signature, the text "EF94034A8DDE4C4..." is visible.

SUBJECT: Change Order #3 - Sundt Construction, Inc. - Contract # 4400006661
Balcones Canyonlands Preserve Road Maintenance

The following information is provided for your use in preparing the approval of Construction Change Order #3 for Balcones Canyonlands Preserve Road Maintenance.

Summary and Staff Recommendations:

TNR contracted with Sundt Construction, Inc. for road maintenance within the Balcones Canyonlands Preserve. The actual quantity of necessary materials exceeded estimates.

Change order details are attached. The net increase to the contract is \$159,734.50. The current contract amount is \$11,574,938.65. Change Order #3 will increase the contract amount to \$11,734,673.15.

Funding for these services has been secured in the following funds management document:

Funds Reservation: 200003166

Fund	0115
Funds Center	1490120115
WBS No.	RDCN.149.000108.01
G/L Acct	511590
Amount	\$159,734.50

Please contact Debra Scott, Environmental Project Manager at (737) 529-0860 if you have any questions or need additional information.

ATTACHMENT:
Change Order Log No. 3

CC: Sydnia Crosbie, Chief Deputy – TNR
Jeremy Hull, Asst. Dir. Natural Resources – TNR
Debra Scott, Env. Project Manager – TNR
Tanner Voelkel, Asst. Dir. Admin & Planning – TNR Finance
Jennifer R. Espinosa, Financial Mgr., Operations – TNR Finance



TRAVIS COUNTY - TNR
CHANGE ORDER REQUEST FORM
Change Order / Modification Number 03

Project Name: BCP Road Maintenance
Contractor: Sundt
This field change is requested for the following reason(s):

DRAFT

Contract Number: 4400006661
Field Change Request No. 3
Original Contract Amount: \$4,104,751.00
1st Revised Contract Amount: \$4,701,967.20
2nd Revised Contract Amount: \$11,574,938.65
3rd Revised Contract Amount: \$11,734,673.15

			EXISTING CONTRACT QUANTITIES (before this change order)			PROPOSED CHANGE ORDER QUANTITIES			UPDATED CONTRACT QUANTITIES		
BID ITEM NUMBER	BID ITEM DESCRIPTION	UNIT TYPE	QTY	UNIT PRICE(\$)	AMOUNT	QTY	UNIT PRICE(\$)	C.O. AMOUNT	QTY	UNIT PRICE(\$)	NEW AMOUNT
6	Dust Control	MG	1,816.00	\$ 120.00	\$ 217,920.00	-177	\$ 120.00	\$ (21,240.00)	1,639.00	\$ 120.00	\$ 196,680.00
8	Concrete Pavement (6 inch)	SY	4,682.00	\$ 408.00	\$ 1,910,256.00	113	\$ 408.00	\$ 46,104.00	4,795.00	\$ 408.00	\$ 1,956,360.00
9	Riprap for slope protection	SY	2,562.00	\$ 280.00	\$ 717,360.00	278	\$ 280.00	\$ 77,840.00	2,840.00	\$ 280.00	\$ 795,200.00
12	Stabilized construction entrance	EA	5.00	\$ 6,300.00	\$ 31,500.00	-1	\$ 6,300.00	\$ (6,300.00)	4.00	\$ 6,300.00	\$ 25,200.00
13	Mulch Sock (18 inch diameter)	LF	14,806.23	\$ 16.50	\$ 244,302.80	-469	\$ 16.50	\$ (7,738.50)	14,337.23	\$ 16.50	\$ 236,564.30
15	Native seeding	SY	4,618.00	\$ 12.00	\$ 55,416.00	5286	\$ 12.00	\$ 63,432.00	9,904.00	\$ 12.00	\$ 118,848.00
16	Topsoil and seedbed preparation	SY	1.00	\$ 63.00	\$ 63.00	-1	\$ 63.00	\$ (63.00)	-	\$ 63.00	\$ -
19	Riprap Road	SY	2,825.00	\$ 110.00	\$ 310,750.00	70	\$ 110.00	\$ 7,700.00	2,895.00	\$ 110.00	\$ 318,450.00
TOTAL			\$ 3,487,567.80			\$ 159,734.50			\$ 3,647,302.30		

Materials \$
Services \$
TOTAL: \$

NET OVERRUN/(UNDERRUN) \$ 159,734.50

REQUESTED BY: Darren Okruhlik
Digitally signed by Darren Okruhlik
DN: cn=US, e=dokruhlik@sundt.com,
o=Sundt, cn=Darren Okruhlik
Reason: I am approving this document
Date: 2025.04.10 10:01:45-0500'

Contractor

RECOMMENDED FOR APPROVAL BY:

Samuel Berg
Digitally signed by Samuel Berg
DN: cn=US, e=sberg@traviscountytx.gov,
o=Travis County, ou=Travis County, cn=Samuel Berg
Reason: I am approving this document
Date: 2025.04.10 10:01:45-0500'

Delara Scott
Digitally signed by Delara Scott
DN: cn=US, e=dscott@traviscountytx.gov,
o=Travis County, ou=Travis County, cn=Delara Scott
Reason: I am approving this document
Date: 2025.04.10 10:01:45-0500'

Signed by: Jeremy Hall
Natural Resources Assistant Director, TNR
Digitally signed by Jeremy Hall
DN: cn=US, e=jhall@traviscountytx.gov,
o=Travis County, ou=Travis County, cn=Jeremy Hall
Reason: I am approving this document
Date: 2025.04.10 10:01:45-0500'

Emily Oakland
Digitally signed by Emily Oakland
DN: cn=US, e=eocland@traviscountytx.gov,
o=Travis County, ou=Travis County, cn=Emily Oakland
Reason: I am approving this document
Date: 2025.04.10 10:01:45-0500'

THIS CHANGE ORDER INCLUDES REMOVAL AND/OR ADDITION OF A SUBCONTRACTOR.

TIME Extension: 1,029 days

NOTICE to the CONTRACTOR:
This is your authority to proceed with this work
at the rates named above.

APPROVED:

Purchasing Agent Date

County Judge (if applicable) Date



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Consider and take appropriate action on the following Personnel Amendments:

- A. Routine Personnel Actions
- B. Non-Routine Personnel Action (Commissioner Travillion and Interim Commissioner Morales)

Prepared By/Phone Number: Monica Flores-Rojo, Administrative Assoc, 512-854-1104

Elected/Appointed Official or Department Head: Susan Welbes

Commissioners Court Sponsor(s): Interim Commissioner George Morales
Commissioner Jeffrey W. Travillion Sr

Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

Background/Summary of Request:

See attached memo.

Staff Recommendations:

N/A

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

None

Required Authorizations:

Susan Welbes, Interim Chief Human Resource Officer

Attachments:

1. 26-8-4 Personnel Amendments



MEMORANDUM

DATE: August 4, 2026

TO: Andy Brown, County Judge
Jeffrey Travillion, Commissioner, Precinct 1
Brigid Shea, Commissioner, Precinct 2
Ann Howard, Commissioner, Precinct 3
George Morales, Interim Commissioner, Precinct 4

FROM: Susan Welbes, Interim Chief Human Resource Officer

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 1 – 7

B. Non-Routine Personnel Action – Pages 8 - 17

Constable Pct 3 requests approval for a promotion. The proposed salary adjustment is a 19.94% increase and exceeds the 5% protocol, which requires Commissioners Court approval and is considered non-routine under policy.

Health & Human Services requests approval for a promotion. The proposed salary adjustment is a 7.9% increase and exceeds the 5% maximum per pay grade. The incumbent is advancing one pay grade, which requires Commissioners Court approval and is considered non-routine under policy.

Juvenile Probation requests approval for three promotions. The employees do not meet minimum job descriptions qualifications for new positions, therefore considered non-routine under policy.

If you have any questions or comments, please contact Susan Welbes at 854-9417.

cc: Planning and Budget Department
County Auditor
County Auditor-Payroll (Certified copy)
County Clerk (Certified copy)

A.

WEEKLY PERSONNEL AMENDMENTS – ROUTINE

Row	Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
1	New Hire	New Hire	6/29/2026	N/A	N/A	Sheriff	30002509 / Corrections Officer / Regular / Full Time Non-Exempt / TCSO POPS81 / 00 / \$58,349.50
2	New Hire	New Hire	7/6/2026	N/A	N/A	District Attorney	30001361 / Attorney II / Regular / Full Time Exempt / C15 / 00 / \$91,386.75
3	New Hire	New Hire	7/13/2026	N/A	N/A	Facilities Management	30000450 / Groundskeeper / Regular / Full Time Non-Exempt / C03 / 00 / \$47,507.20
4	New Hire	New Hire	7/13/2026	N/A	N/A	Sheriff	30068195 / Corrections Maintenance Worker / Regular / Full Time Non-Exempt / C07 / 00 / \$56,097.60
5	New Hire	New Hire	7/6/2026	N/A	N/A	Facilities	30000597 / Building Maintenance Coord / Regular / Full Time Exempt / C07 / 00 / \$58,572.80
6	New Hire	New Hire	7/13/2026	N/A	N/A	Sheriff	30056703 / PREA Coordinator / Regular / Full Time Non-Exempt / C11 / 00 / \$85,176.00

WEEKLY PERSONNEL AMENDMENTS – ROUTINE

Row	Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
7	New Hire	New Hire	6/29/2026	N/A	N/A	Sheriff	30002493 / Corrections Officer / Regular / Full Time Non-Exempt / TCSO POPS81 / 00 / \$58,349.50
8	New Hire	New Hire	7/6/2026	N/A	N/A	Technology & Operations	30066640 / Security Officer / Regular / Full Time Non-Exempt / C04 / 00 / \$48,921.60
9	New Hire	New Hire	7/6/2026	N/A	N/A	Technology & Operations	30056897 / Security Officer / Regular / Full Time Non-Exempt / C04 / 00 / \$48,921.60
10	New Hire	New Hire	7/20/2026	N/A	N/A	Technology & Operations	30056896 / Security Officer / Regular / Full Time Non-Exempt / C04 / 00 / \$48,921.60
11	Re-Hire	Re-Hire	7/1/2026	N/A	N/A	Constable Pct 3	30001793 / Court Clerk II / Regular / Full Time Non-Exempt / C07 / 00 / \$69,409.60
12	Re-Hire	Re-Hire	6/29/2026	N/A	N/A	Sheriff	30003004 / Corrections Records Supervisor / Regular / Full Time Non-Exempt / C12 / 00 / \$80,516.80

WEEKLY PERSONNEL AMENDMENTS – ROUTINE

Row	Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
13	Mobility	Demotion	7/1/2026	Transportation & Natural Resources	30065168 / Park Ranger / Regular / Full Time Non-Exempt / Non-TCSO POPS 60 / 03 / \$70,590.16	Transportation & Natural Resources	30056939 / Park Supv I / Regular / Full Time Exempt / C10 / 00 / \$69,951.74
14	Mobility	End Temp Assignment	7/1/2026	Technology & Operations	30005188 / Imaging Production Tech Senior / Regular / Full Time Non-Exempt / C05 / 00 / \$57,333.51	Technology & Operations	The increase resulting in an annualized amount of \$5,121.50 is removed. The Interim Assignment Travis County Code §114.097(b)
15	Mobility	Interdepartmental Change	7/1/2026	County Clerk	30001059 / Records Analyst Supv / Regular / Full Time Exempt / C12 / 00 / \$89,180.63	Technology & Operations	30005174 / Imaging Div Mgr / Regular / Full Time Exempt / C05 / 00 / \$100,879.00
16	Mobility	Lateral Transfer	7/1/2026	District Attorney	30069001 / Legal Secretary / Regular / Full Time Non-Exempt / C07 / 0 / \$57,159.24	Legal Secretary	30001385 / District Attorney / Regular / Full Time Non-Exempt / C07 / 0 / \$57,159.24
17	Mobility	Promotion	6/16/2026	Sheriff	30002843 / Corrections Officer / Regular / Full Time Non-Exempt / TCSO POPS81 / 02 / \$61,902.980	Sheriff	30002843 / Corrections Officer Sr / Regular / Full Time Non-Exempt / TCSO POPS83 / 02 / \$64,824.51
18	Mobility	Promotion	6/29/2026	Sheriff	30003220 / Community Liaison / Regular / Full Time Exempt / C12 / 00 / \$59,956.340	Sheriff	30001901 / Crime Analyst Sr / Regular / Full Time Exempt / C09 / 00 / \$68,949.79

WEEKLY PERSONNEL AMENDMENTS – ROUTINE

Row	Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
19	Mobility	Promotion	7/1/2026	County Clerk	30000942 / Elections Coord Sr / Regular / Full Time Non-Exempt / C09 / 00 / \$66,133.77	County Clerk	30000941 / Elections Mgmt Coord / Regular / Full Time Exempt / C13 / 00 / \$73,178.20
20	Mobility	Promotion	6/17/2026	Sheriff	30002345 / Corrections Officer / Regular / Full Time Non-Exempt / TCSO POPS81 / 02 / \$61,902.98	Sheriff	30002345 / Corrections Officer Sr / Regular / Full Time Non-Exempt / TCSO POPS83 / 02 / \$64,824.51
21	Mobility	Promotion	7/1/2026	Transportation & Natural Resources	30004948 / Road Maintenance Worker I / Regular / Full Time Non-Exempt / C04 / 00 / \$50,955.76	Transportation & Natural Resources	30004988 / Equipment Operator I / Regular / Full Time Non-Exempt / C08 / 00 / \$61,146.91
22	Mobility	Promotion	7/1/2026	County Clerk	30000950 / Elections Coord Sr / Special Project / Full Time Non-Exempt / C09 / 00 / \$59,723.52	County Clerk	30000949 / Elections Mgmt Coord / Regular / Full Time Non-Exempt / C13 / 00 / \$69,332.20
23	Mobility	Promotion	7/1/2026	Sheriff	30050205 / Law Enforcement Sheriff Deputy Sr / Regular / Full Time Non-Exempt / TCSO POPS75 / 10 / \$100,777.930	Sheriff	30003045 / Law Enforcement Detective / Regular / Full Time Non-Exempt / TCSO POPS75 / 09 / \$107,490.56
24	Mobility	Promotion	7/1/2026	Facilities Management	30000479 / Custodian / Regular / Full Time Non-Exempt / C02 / 00 / \$46,790.020	Facilities Management	30000477 / Custodian Lead / Regular / Full Time Non-Exempt / C03 / 00 / \$49,129.52

WEEKLY PERSONNEL AMENDMENTS – ROUTINE

Row	Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
25	Mobility	Promotion	6/23/2026	District Attorney	30001361 / Attorney VI / Regular / Full Time Exempt / C21 / 00 / \$138,832.88	District Attorney	30001360 / Attorney VII / Regular / Full Time Exempt / C22 / 00 / \$142,000.00
26	Mobility	Promotion	6/17/2026	Sheriff	30002571 / Corrections Officer / Regular / Full Time Non-Exempt / TCSO POPS81 / 02 / \$61,902.98	Sheriff	30002571 / Corrections Officer Sr / Regular / Full Time Non-Exempt / TCSO POPS83 / 02 / \$64,824.51
27	Mobility	Promotion	6/17/2026	Sheriff	30002221 / Corrections Officer / Regular / Full Time Non-Exempt / TCSO POPS81 / 02 / \$61,902.98	Sheriff	30002221 / Corrections Officer Sr / Regular / Full Time Non-Exempt / TCSO POPS83 / 02 / \$64,824.51
28	Mobility	Promotion	7/1/2026	Constable Pct 3	30001811 / Constable Deputy Sr / Regular / Full Time Non-Exempt / Non- TCSO POPS 62 / 05 / \$82,585.33	Constable Pct 3	30001813 / Constable Corporal / Regular / Full Time Exempt / Non-TCSO POPS 65 / 03 / \$90,021.65
29	Mobility	Promotion	7/13/2026	Transportation & Natural Resources	30004749 / Natural Resources Specialist Senior / Regular / Full Time Exempt / C11 / 00 / \$82,594.67	Transportation & Natural Resources	30058480 / Natural Resources Supervisor / Regular / Full Time Exempt / C13 / 00 / \$89,202.24
30	Mobility	Promotion	6/19/2026	Sheriff	30055416 / Corrections Officer / Regular / Full Time Non-Exempt / TCSO POPS81 / 04 / \$65,672.88	Sheriff	30055416 / Corrections Officer Sr / Regular / Full Time Non-Exempt / TCSO POPS83 / 04 / \$68,772.32

WEEKLY PERSONNEL AMENDMENTS – ROUTINE

Row	Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
31	Mobility	Promotion	7/1/2026	Facilities Management	30052906 / Office Specialist / Regular / Full Time Non-Exempt / C04 / 00 / \$49,639.53	Facilities Management	30000441 / Office Specialist Sr / Regular / Full Time Non-Exempt / C06 / 00 / \$54,603.45
32	Mobility	Promotion	7/1/2026	Juvenile Probation	30004280 / Juvenile Detention Officer III / Regular / Full Time Non-Exempt / C07 / 00 / \$57,982.62	Juvenile Probation	30004281 / Juvenile Detention Officer Lead / Regular / Full Time Non-Exempt / C08 / 00 / \$60,881.80
33	Mobility	Voluntary Reassignment	7/13/2026	Sheriff	30002952 / Carpenter Sr / Regular / Full Time Non-Exempt / C08 / 00 / \$68,066.380	Sheriff	30002946 / Corrections Maintenance Worker / Regular / Full Time Non-Exempt / C07 / 00 / \$64,663.06
34	Mobility	Voluntary Reassignment	7/5/2026	Sheriff	30002245 / Corrections Officer / Regular / Full Time Non-Exempt / TCSO POPS81 / 00 / \$58,349.500	Sheriff	30005898 / Security Coord / Regular / Full Time Non-Exempt / C06 / 00 / \$51,896.00
35	Salary Change	Salary/Hourly Rate Change	7/1/2026	Counseling and Education Sv	30065201 / Office Supv / Regular / Full Time Non-Exempt / C08 / 00 / \$57,923.57	Counseling and Education Sv	C08 / 00 / \$61,978.22
36	Salary Change	Salary/Hourly Rate Change	7/1/2026	Counseling & Education Services	30003818 / Office Supv / Regular / Full Time Non-Exempt / C08 / 00 / \$58,683.98	Counseling & Education Services	C08 / 00 / \$62,791.86

WEEKLY PERSONNEL AMENDMENTS – ROUTINE

Row	Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
37	Salary Change	Salary/Hourly Rate Change	6/1/2026	Planning and Budget	30000268 / Planning & Budget Analyst II / Regular / Full Time Exempt / C13 / 00 / \$82,142.50	Planning and Budget	C13 / 00 / \$85,317.17

B.

BUDGET APPROVED NON-ROUTINE ACTIONS						
Row	Action Effective Date	Personnel Area (From)	Personnel Area (To)	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	PROPOSED Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	Comments
NR1	7/01/2026	Constable Pct 3	Constable Pct 3	30001806 / Constable Deputy Sr. / Regular / Full Time Non-Exempt / GRD62 / 00 / \$85,062.89	30001800 / Constable Sergeant / Regular / Full Time Non-Exempt / GRD67 / 00 / \$102,026.67	The proposed salary adjustment is a 19.94% increase and exceeds 5%. Commissioners Court approval required, and is considered non-routine under policy
NR2	7/01/2026	HHS	HHS	30005280 / Home Energy Auditor / Regular / Full Time Non-Exempt / C09 / 00 / \$58,388.54	30005290 / Home Repair Supervisor / Regular / Full Time Exempt / C10 / 00 / \$63,000.00	The proposed salary adjustment is a 7.9% increase and exceeds the 5% maximum per pay grade. The incumbent is advancing one pay grade, which requires Commissioners Court approval and is considered non-routine under policy.

BUDGET APPROVED NON-ROUTINE ACTIONS

Row	Action Effective Date	Personnel Area (From)	Personnel Area (To)	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	PROPOSED Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	Comments
NR3	7/11/2026	Juvenile Probation	Juvenile Probation	30051227 / Psychology Intern / Regular / Full Time Non-Exempt / C03 / 00 / \$48,193.72	30004142 / Clinical Mental Health Professional / Regular / Full Time Non-Exempt / C11 / 00 / \$65,873.60	The proposed promotion is considered non-routine under Policy 114.035 because the incumbents have not yet obtained the required licensure to meet the minimum qualifications for the new positions. Commissioners Court approval is required.
NR4	7/11/2026	Juvenile Probation	Juvenile Probation	30005618 / Psychology Intern / Regular / Full Time Non-Exempt / C03 / 00 / \$48,193.72	60004054 / Clinical Mental Health Professional / Regular / Full Time Non-Exempt / C11 / 00 / \$65,873.60	The proposed promotion is considered non-routine under Policy 114.035 because the incumbents have not yet obtained the required licensure to meet the minimum qualifications for the new positions. Commissioners Court approval is required.

BUDGET APPROVED NON-ROUTINE ACTIONS

Row	Action Effective Date	Personnel Area (From)	Personnel Area (To)	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	PROPOSED Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	Comments
NR5	7/11/2026	Juvenile Probation	Juvenile Probation	30052351 / Psychology Intern / Regular / Full Time Non-Exempt / C03 / 00 / \$48,193.72	30004151 / Clinical Mental Health Professional / Regular / Full Time Non-Exempt / C11 / 00 / \$70,054.40	The proposed promotion is considered non-routine under Policy 114.035 because the incumbents have not yet obtained the required licensure to meet the minimum qualifications for the new positions. Commissioners Court approval is required.



MEMORANDUM

DATE: June 09, 2026

TO: Andy Brown, County Judge
Jeffrey Travillion, Commissioner, Precinct 1
Brigid Shea, Commissioner, Precinct 2
Ann Howard, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

FROM: Susan Welbes, Interim Chief Human Resource Officer

SUBJECT: Non-Routine Actions; Positions 30001800 & 3005290

HRMD requests Commissioners Court to discuss and consider the following actions.

1. Constable Pct 3

Constable Pct 3 seeks approval of a promotion as listed:

Current Position Number	Current Job Title	Current Job Pay Grade	New Salary
30001806	Constable Deputy Sr	GRD62	\$85,062.89

Current Position Number	Current Job Title	Current Job Pay Grade	New Salary
30001800	Constable Sergeant	GRD67	\$102,026.67

Policy:

114.121 Promotions and Career Ladders for Participating Constables' Offices

(a) Each Constable determines whether the Peace Officers in their office are eligible to participate in the Non-TCSO POP Scale. If the Constable opts to participate in Non-TCSO POP Scale, the following requirements govern promotions.

(b) A deputy constable is eligible to career ladder to senior deputy constable after:

(1) Completion of two (2) years of continuous service as a regular deputy constable with Travis County;

(2) Performance evaluations showing that the deputy exceeds standards for the two (2) most recent years of continuous service; and

(3) Completion with a grade of at least 70% of a written examination administered by each Constable for their own office.

(c) The written examination is administered twice annually. The information to be tested is expected to be distributed as follows:

(1) 85% of the test questions relate to general knowledge of duties of a constable; and

(2) 15% of the test questions relate specifically to policies and procedures of the Constable's Office in which the deputy serves.

(d) All promotions for POPS Employees in Positions in a Constable's office are based on competition and years of service. Employees who receive a promotion will be placed on the first available step that ensures a minimum five percent increase.

Issue:

The promotion salary adjustment is larger than 5%. This increase is 19.4% for movement to Step 4, pay grade 67 at \$102, 026.67, therefore, is inconsistent with standard placement. The protocol would be step 2 in pay grade 67 and a salary of \$96, 169.92.

Recommendation:

HRMD recommends that Commissioners Court approve the proposed pay action, although inconsistent with the standard practice. The employee possesses extensive knowledge, certifications, and expertise. Approving this salary increase will align his compensation with that of other employees in the same classification and help mitigate potential salary compression issues going forward. PBO has confirmed the department has the necessary funding for this increase. The action would take effect on July 1, 2026.

2. Health & Human Services

HHS seeks approval of a salary change as listed:

Current Position Number	Current Job Title	Current Job Pay Grade	Current Salary
30005280	Home Energy Auditor	C09	\$58,388.54

New Position Number	New Job Title	New Job Pay Grade	New Salary
30005290	Home Repair Supervisor	C10	\$63,000.00

Policy:

114.092 Promotion

(a) Promotion occurs when an employee accepts a job offer for a vacant Position that requires higher qualifications and involves greater responsibility and is assigned to a higher Pay Grade.

(1) A Department Head may only make offers for Positions that are vacant unless the new Position is on a career ladder approved by Commissioners Court. 2

(2) Department Heads may approve promotions if funds are available in the Department's personnel budget and the Commissioners Court has authorized use of the Position in the Department.

(b) The employee's adjusted pay rate must be between the minimum pay rate and the maximum pay rate of the Pay Grade of the new Position. Within that range, Department Heads have flexibility in determining the amount of pay increase. The pay increase may be any of the following:

(1) a minimum of 5% or to the minimum pay rate of the new Pay Grade, whichever is greater; or

(2) a maximum of 5% per Pay Grade.

(c) Commissioners Court must approve any increase that results in a pay rate that is more than 10% above Midpoint of the new Pay Grade. The Commissioners Court may approve these increases if the request is based on the following criteria:

(1) relevant education;

(2) relevant experience;

(3) relevant certifications;

(4) relevant skill sets; and

(5) other relevant extraordinary skills.

Issue:

The promotion salary adjustment is larger than 5% per pay grade. This increase is 7.9% for a one paygrade movement and therefore is non-routine by policy.

Recommendation:

HRMD recommends that Commissioners Court approve the proposed pay action. The recommended salary increase is based on the employee's qualifications, certifications, increased scope of responsibilities, and the department's commitment to ensuring both internal equity and market-competitive compensation. PBO has confirmed the department has the necessary funding for this increase. The action would take effect on July 1, 2026.

3. Juvenile Probation Department

Juvenile Probation seeks approval of a salary change as listed:

Current Job Title / Current Pay Grade/Position	New Job Title / New Pay Grade	Position No	Current Salary	New Salary
Psychology Intern / C03 Position 30051227	Clinical Mental Health Professional / C11	30004142	\$ 48,193.72	\$ 65,873.60
Psychology Intern / C03 Position 30005618	Clinical Mental Health Professional / C11	30004054	\$ 48,193.72	\$ 65,873.60
Psychology Intern / C03 Position 30052351	Clinical Mental Health Professional / C11	30004151	\$ 48,193.72	\$ 70,054.40

Policy:

114.035 Job Descriptions

(g) For all Departments reporting directly to the Commissioners Court, all employees must meet the minimum qualifications required of the Position Classification stated in the approved Job Description.

Issue:

The current incumbents do not meet min requirements for new positions. They do not have required licensure and will not acquire it for approximately 2 years, therefore, non-routine by policy.

Recommendation:

HRMD recommends that Commissioners Court approve the proposed promotion actions. The employees are doctoral psychology interns supervised by licensed medical and mental health professionals. Documentation of the required licensure will be requested upon completion of licensure requirements, which is expected within two years. The PBO has confirmed that the department has the necessary funding to support this increase. The action will take effect on July 11, 2026.

STACY SUITS, TRAVIS COUNTY CONSTABLE, PCT.3



8656-B HWY 71 WEST, SUITE 100
AUSTIN, TX 78735
PHONE: 512-854-2107
FAX: 512-854-2116



MEMORANDUM

DATE: July 6, 2026
TO: Susan Welbes – Chief Human Resources Officer
Gloria Villareal – Compensation Analyst Sr.
FROM: Chief Deputy Drew McAngus
RE: Promotion – Non-Routine Action

Our office (Dept. 133) is requesting a non-routine action of a promotion. It is for a Constable Deputy Sr. (pos. 30001806) promotion to a Constable Sergeant (pos. 30001800). The increase is from GRD62, Step 6 = \$85,062.89 to GRD67, Step 4 = \$102,026.67. This equates to a 19.94% increase – PBO has confirmed funding for this promotion. This Constable Deputy Sr. has 20 years of law enforcement experience, holds a Master Peace Officers Certificate, is an Active Shooter Training Instructor and holds Bachelor of Science degree. Consequently, the proposed salary is befitting due to his extensive experience and knowledge. This also keeps him comparable to our current sergeants and avoids any compression issues in the future. Request effective date to be 7/1/2026 or earliest possible date. Your consideration of our request is appreciated.

Should any additional information be needed, please feel free to contact me via email or at 512.803.3010.

Thank you-

Signed by:

EF744F7B208D4EE...

Chief Deputy Drew McAngus



TRAVIS COUNTY
Health and Human Services and AgriLife Extension Services
5325 Airport Blvd, Austin, Texas 78751

Pilar Sanchez
County Executive for HHS
Main: (512) 854-4100

TO: Susan Welbes, Interim Chief Human Resources Officer
FROM: Nancy Goodman-Gill, H.R. & Org. Dvlpt. Mgr.
DATE: July 6, 2026
SUBJECT: Personnel Action for Salary Adjustment Greater Than 5%

Health and Human Services seeks approval of a salary adjustment greater than the standard 5% promotion increase, accompanying an employee's promotion from Home Energy Auditor - 30005280 - C09 to Home Repair Supervisor - 30005290 - C10. The proposed salary increase is 7.9%, increasing the employee's annual salary from \$58,388.54 to \$63,000.00 with an effective date of July 1, 2026.

The employee has served as a Carpenter with Travis County before promoting to Home Energy Auditor. Since then, they have earned both the Building Performance Institute Energy Auditor Certification and Quality Control Inspector (QCI) Certification, demonstrating continued professional growth and technical expertise.

Their experience, certification, and demonstrated proficiency in diagnostic testing, quality control, and program software have prepared them to successfully perform the duties of a Home Repair Supervisor. The requested salary adjustment reflects the employee's qualifications and the increased responsibilities of the position, along with the department's interest in addressing equity and salary competitiveness in the market.

The employee applied and interviewed for this open position and was chosen from a highly competitive pool of internal and external candidates.

Current Position Title:	Home Energy Auditor	Promo Position Title:	Home Repair Supervisor
Current Position Number:	30005280	Promo Position Number:	30005290
Current Salary:	\$58,388.54	Promo Salary:	\$63,000.00

Nancy Goodman-Gill
Human Resources Manager & Organizational Development Manager
Travis County Health and Human Services



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue | Austin, Texas 78704
Phone: (512) 854-7000

CORY BURGESS
Chief Juvenile Probation Officer

MEMORANDUM

To: Vivian Gil, Compensation Analyst II, Travis County HRMD

Through: Dr Daniel Hoard, Deputy Chief, Health Services, Travis County Juvenile Probation

From: DocuSigned by:
Daniel Hoard
208C27EA387240E
Jeremy Noel, Recruiting Supervisor, Travis County Juvenile Probation

Subject: Signed by:
J Noel
2FC0605C90FC427
Non-Routine Personnel Action

Date: July 10, 2026

The Clinical Mental Health Professional job description lists licensure as an LMSW, LCSW, LPC, LMFT, or Psychologist as a minimum requirement. It also references ongoing clinical supervision documentation for individuals who hold a temporary, provisional, associate, or intern LPC, LMFT, or Psychologist license.

The employees listed below do not currently possess any of the licenses identified in the job description, including a temporary, provisional, associate, or intern license. They are currently doctoral psychology interns completing the final requirements toward a PhD in Psychology and are expected to pursue licensure as Psychologists following degree conferral. Documentation of licensure will be provided within two years of this date.

This memo is submitted to request non-routine SAP processing to promote the following employees into the Clinical Mental Health Professional title effective July 11, 2026. While assigned to this position, they will perform their duties under the clinical supervision and oversight of designated TCJPD medical/mental health staff, including Dr. Anello, Dr. Crowfoot, and Dr. Jenkins.

Employees Name	Position Number	EID
[REDACTED]	30004151	2040214
[REDACTED]	30004054	2040267
[REDACTED]	30004142	2040211

cc: Arnold Barrera, HR Director; HR files



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Routine Personnel Actions

Prepared By/Phone Number: Leo Carneiro, Agenda Coordinator, 512-854-9229

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Non-Routine Personnel Actions
(Commissioners Travillion & Morales)

Prepared By/Phone Number: Leo Carneiro, Agenda Coordinator, 512-854-9229

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Approve setting a public hearing on September 1, 2026, to receive comments regarding a request for a Total Plat Cancellation of the Paleface Ranch Section 2B, Amended Plat of Lots 7 & 8, Block A, a subdivision in Precinct Three. (Commissioner Howard)

Prepared By/Phone Number: Paul Scoggins, Planner, 512-854-7619

Elected/Appointed Official or Department Head: Cynthia McDonald

Commissioners Court Sponsor(s): Commissioner Howard, Precinct Three

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Larry and Martha Feingersh, the sole owners of all land within the subject subdivision, have requested a Total Plat Cancellation for the Paleface Ranch Section 2B, Amended Plat of Lots 7 & 8, Block A final plat, to facilitate reverting the lot (Lot 7A) back to the original configuration (Lots 7 & 8). Paleface Ranch Section 2B, Amended Plat of Lots 7 & 8, Block A, was reviewed under Travis County Subdivision Regulations Chapter 482. It was approved by the Commissioners Court on June 20, 2017, and recorded as document #201700148 OPRTC. The approved amended plat to be canceled consists of one single-family lot (Lot 7A) fronting on a private street. Once the amended plat is canceled, the lot (Lot 7A) will revert to its original configuration of two single-family lots (Lots 7 and 8). The original plat was recorded on June 7, 1995, at Volume 95, Page 86 in the official records of the Travis County Clerk.

Staff Recommendations:

TNR staff recommends setting a public hearing date for the approval of the Total Plat Cancellation.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Cynthia C. McDonald	County Executive	TNR(512) 854-9418
Tanner Voelkel	Asst. Director Planning & Admin	TNR(512) 854-7675

Chris Yanez	DS & LRP Division Director	TNR(512) 854-7561
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CC:

John Ellis	Engineer	TNR (512) 854-2298
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Attachments:

1. S-26-577-feingersh cancellation
2. S-26-577-201700148 amended plat
3. Paleface Ranch Sub Sec 2B Original Plat
4. Precinct Map Location Map

§ EXHIBIT 482.201 (B)

TOTAL CANCELLATION OF "*LOT 7A, BLOCK A, PALEFACE RANCH SECTION 2B, AMENDED*"

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, (*LOT 7A, BLOCK A, PALEFACE RANCH SECTION 2B, AMENDED*), is recorded in Document number 201700148 of the Travis County, Texas, Plat Records; and

WHEREAS, The Travis County Commissioners Court by Order authorized the undersigned owners of *LOT 7A, BLOCK A, PALEFACE RANCH SECTION 2B, AMENDED* to cancel *LOT 7A, BLOCK A, PALEFACE RANCH SECTION 2B, AMENDED*

NOW, THEREFORE:

Pursuant to the provisions of Chapter 232.008 of the Texas Local Government Code, the owners of *LOT 7A, BLOCK A, PALEFACE RANCH SECTION 2B, AMENDED*, do hereby cancel *LOT 7A, BLOCK A, PALEFACE RANCH SECTION 2B, AMENDED*, provided, said subdivision shall, however, otherwise remain in full force and effect.

EXECUTED THE DAYS HEREAFTER NOTED.

DATE

2-9-26

OWNER'S SIGNATURE



Larry Alan Feingersh

Feb 9, 2026



Martha Estes Feingersh

Total Cancellation of Lot 7A, Block A Paleface Ranch Section 2B, Amended

ACKNOWLEDGMENT (FOR EACH OWNER)

THE STATE OF TEXAS §

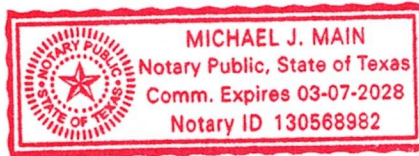
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9 of February, 2024, by
Larry Alan Feingersh and Martha Estes, in the capacity stated herein.
Feingersh


Signature of Notary

My Commission Expires:

Michael J. Main
(Printed Name of Notary)



THE STATE OF TEXAS §

COUNTY OF TRAVIS §

On _____, 20__, the Travis County Commissioners Court approved the *total* cancellation of the subdivision known as Lot 7A, Block A Paleface Ranch Section 2B, Amended as described above.

EXECUTED, this _____ day of _____, 20__.

Dyana Limon-Mercado, County Clerk
Travis County, Texas

By: _____
Deputy

Return to:
Travis County TNR
<name> Planner
Inter office mail

Total Cancellation of Lot 7A, Block A Paleface Ranch Section 2B, Amended



TRV

201700148

2 PGS

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: Paleface Ranch Section 2b Amended Plat of Lots 7
& 8 Block A

OWNERS NAME: Larry Feingersh

RESUBDIVISION? YES ☐ NO ☒

ADDITIONAL RESTRICTIONS / COMMENTS:

Tax Certificate - 2017103545

RETURN:

TNR
Pick up

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jun 28, 2017 01:22 PM

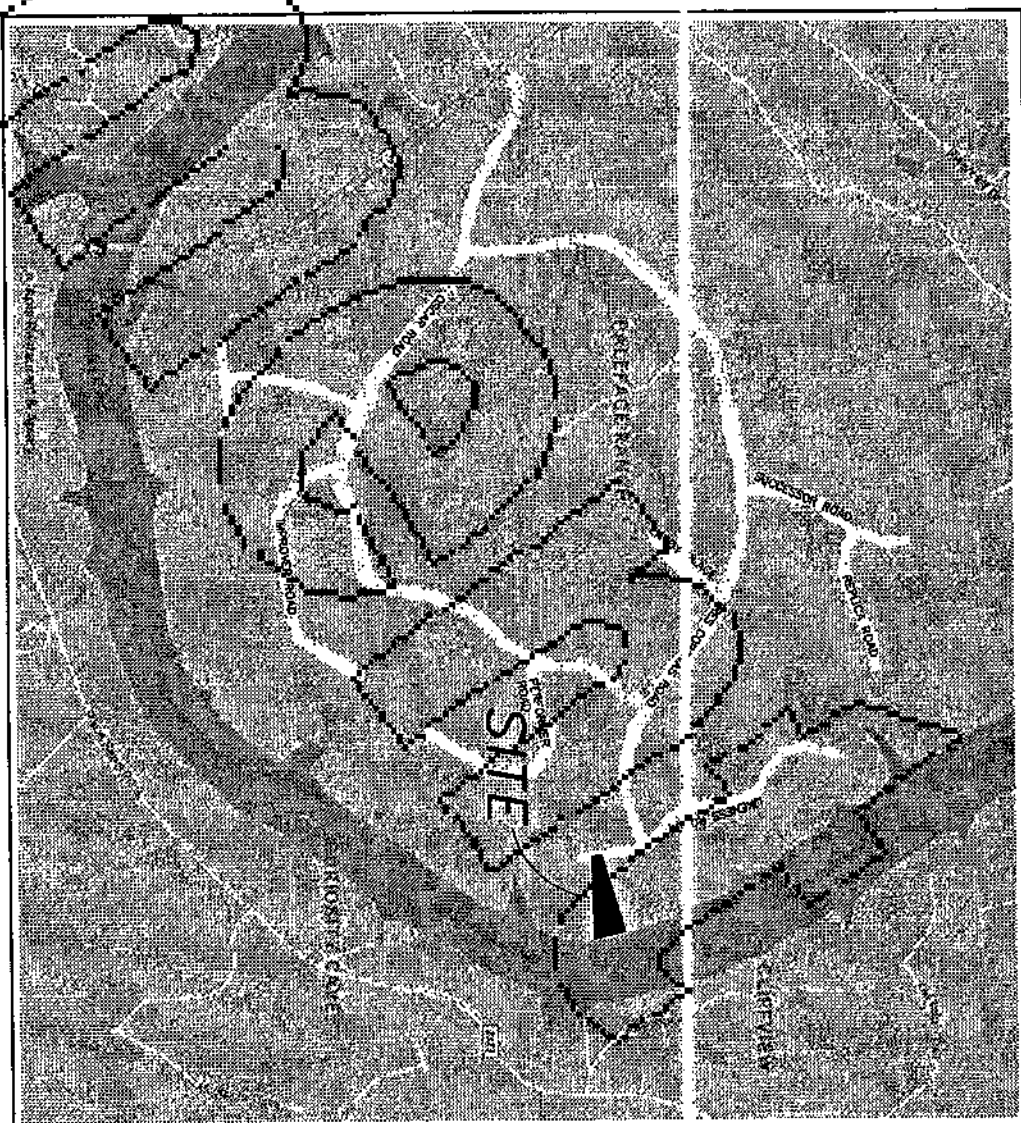
201700148

MACEDOS: \$75.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

PALEFACE RANCH SECTION 2B, AMENDED
PLAT OF LOTS 7 & 8, BLOCK A



TRAVIS COUNTY CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

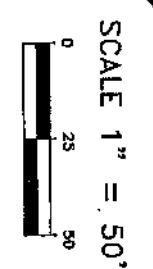
6/28/2017

201700148

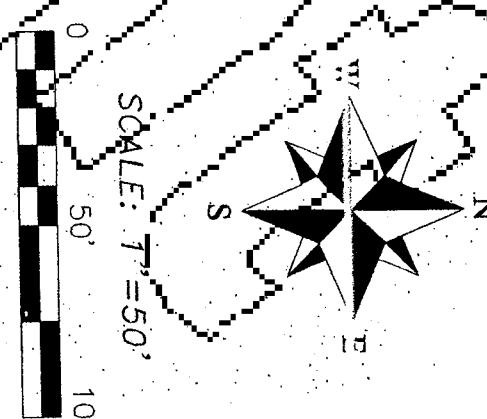
\$75.00

PROJ. NO. 18857	PREPARED FOR: LARRY FENGERSH
TECH: C. CUPLIN	
APPROVED: K. CUPLIN	
FIELDWORK PERFORMED ON: AUGUST 2016	
COPYRIGHT 2016	PROFESSIONAL FIRM NO. 10128500

1500 OLLIE LANE
MARBLE FALLS, TX 78654
PH: 325-386-3700 / 325-693-8815
WWW.CUPLINASSOCIATES.COM



DATE	NO.	DESCRIPTION
	1	
	2	



(RECORD CURVE TABLE DATA)				
CURVE	RADIUS	ARC LEN	CHD LEN	CHD BRG
(C1)	60.00'	100.00'	88.92'	N15°19'00"W
(C2)	45.00'	34.88'	34.02'	N40°51'20"W
(C3)	320.00'	76.98'	76.79'	N1°35'24"W
(C4)	60.00'	100.00'	88.82'	S80°10'34"W

KNOW ALL: BY THESE PRESENTS

DATE 6-20-17

[Signature]
SIGNATURE AND DATE

Callan Carter

WITNESS MY HAND AND SEAL OF
June 2017, A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

A. Macedo
DEPUTY
A. MACEDO

IN APPROVING THIS PLAT, THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH, THE BUILDING OF ALL STREETS, ROADS AND BRIDGES AND OTHER PUBLIC THOROUGHFARES SHOWN AND THE PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OR OF THE LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS.

THE OWNERS(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION THE OWNERS(S) MUST POST FISCAL SECURITY WITH THE COUNTY(S) OBLIGATION TO CONSTRUCT THE COST OF THE IMPROVEMENTS, THE OWNERS(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONER'S COURT FOR FLINT HILLS, MISSOURI, IS NOT AN ENDORSEMENT OF THE PROJECT OR THE DEVELOPER. THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS. SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPER'S CONSTRUCTION.

ON-SITE WASTEWATER SYSTEM NOTE:

EACH AND EVERY ON-SITE WASTEWATER FACILITY INSTALLED THE LOWER COLORADO RIVER AUTHORITY'S WATER QUALITY ZONE, AS IT RELATES TO THE SUBDIVISION, MUST BE PERMITTED INSPECTED AND USED FOR OPERATIONS. THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND L.C.R.A.'S ARE IN EFFECT AT THE TIME SUCH APPLICATIONS FOR PERMITS AND LICENSES ARE MADE. CERTAIN SINGLE FAMILY RESIDENTIAL LOTS MAY REQUIRE PROFESSIONALLY DESIGNED WASTEWATER DISPOSAL SYSTEMS, DUE TO TOPOGRAPHICAL, GEOLOGICAL AND WATER WELL CONSIDERATIONS.

LOWER COLORADO RIVER AUTHORITY

6/5/2017
DATE

DATE _____

[illegible]

CONSERVATION EASEMENT NOTE

1. THIS PLAT IS SUBJECT TO THE CONSERVATION EASEMENT AMENDMENT RECORDED IN DOCUMENT # 2017-08643 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

PLAT NOTES:

1. THIS SUBDIVISION IS LOCATED IN THE COUNTY OF TRAVIS AND NO CITY'S E.T.U.
2. NO STRUCTURE SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PRIVATE INDIVIDUAL SEWAGE DISPOSAL SYSTEM AND UNTIL
3. WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE ADEQUATE AND SUFFICIENT SUPPLY.

3. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO SITE DEVELOPMENT.

4. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING, SHALL BE ALLOWED IN A DRAINAGE ESTIMATE EXCEPT AS APPROVED BY TRAVIS COUNTY.

5. PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY INSPECTION OF SOLID EASEMENTS.

ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER AND/OR HIS/HER ASSIGNS

7. ALL COVENANTS AND RESTRICTIONS OF PALEFACE RANCH SUBDIVISION, SECTION 28 ARE IMPOSED ON THIS PLAT AND SUBJECT TO THE FOLLOWING DOCUMENTS: 95/66-P.R.C., 112/10/1220, 128/66-1220/1, 1270/4/1211-P.R.C. & DOC. NO. S. 2001/100720, 2002/2136/3 & 2002/2136/4+D.P.R.C., 12/2 66/1/547 65/11/123 & 69/33/1469-D.R.C.

8. THE OCCUPANCY OF ANY LOT WITHIN THIS SUBDIVISION IS PROHIBITED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE INDIVIDUAL SEWAGE DISPOSAL SYSTEM.

9. THE OCCUPANCY OF ANY LOT WITHIN THIS SUBDIVISION IS PROHIBITED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.

10. BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE. THE COORDINATE VALUES SHOWN HEREON ARE GRID, FOR SURFACES VALUES APPLY A COMBINED SCALE FACTOR OF 1.00009639 FEET.

11. FINISHED FLOOR ELEVATION ON LOT 7A SHALL BE ONE (1) FOOT ABOVE THE HIGHEST ADJACENT FEMA FLOOD PLAIN BASE FLOOD ELEVATIONS SHOWN HEREON

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS GRAPHICALLY SHOWN HEREON. A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INQUIRY DATE 1/18/2008. 44525704-1000 TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26TH, 2008.

STATE OF TEXAS:
INSURANCE RATE MAP (1/7/74) #4603000-150N, NORTH COUNTY, TEXAS

COUNTY OF BURNET: _____
I, KYLE P. CUPLIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT OF _____ WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS SURVEYING ACT. THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE _____.

"PALFAZEE RANCH SECTION 28, AMENDED PLAT OF LOTS 7 & 8, BLOCK A WAS PREPARED FROM AN ORIGINAL SURVEY OF THE SAME, AND THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION TO THE BEST OF MY BELIEFS AND KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 30th DAY OF MAY, 2017.

STANDARD
RED
XEROX
★

5938
KYLE P. CUPPIN
L R B
VAL
OR



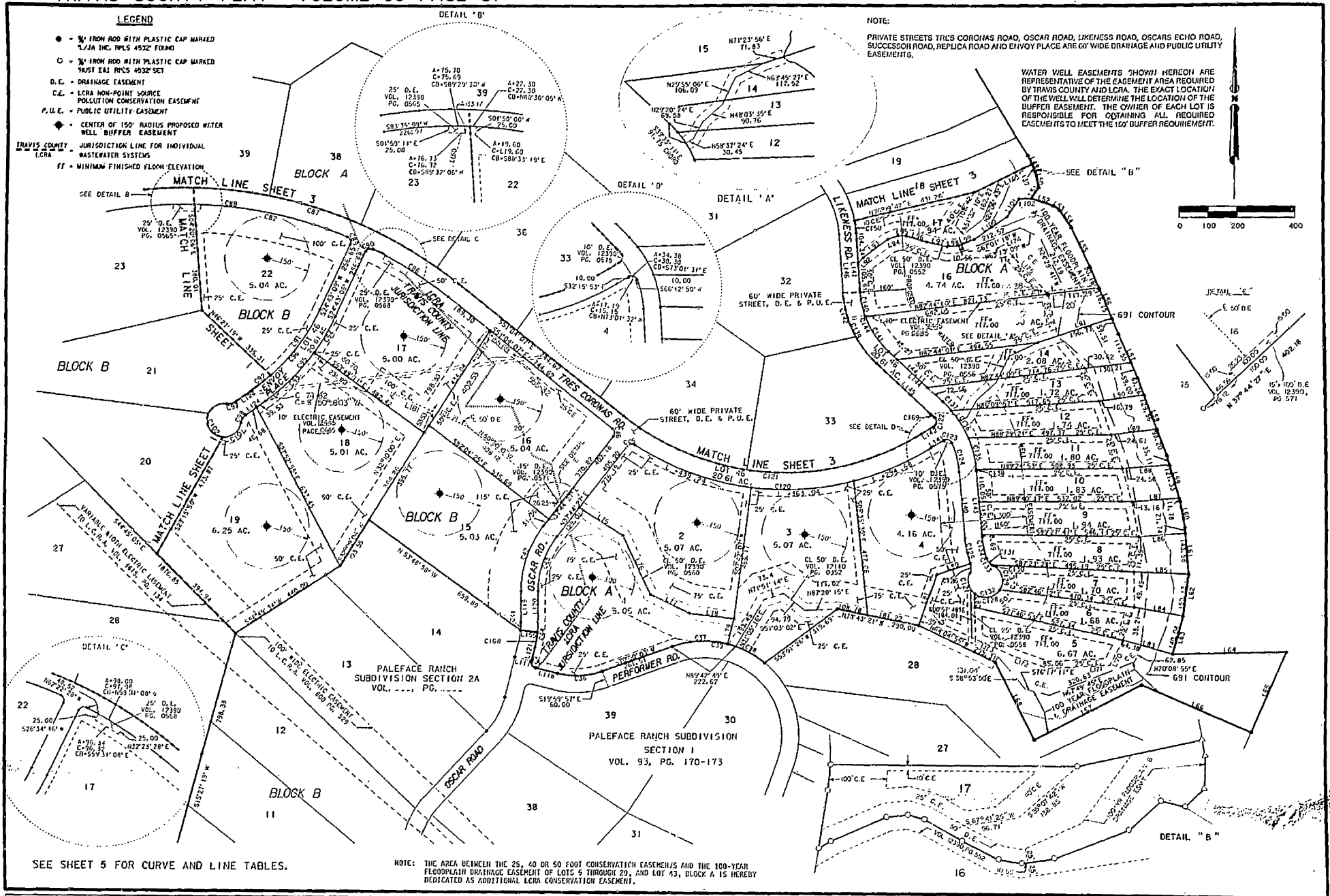
1500 OLLIE LANE
MARIETTA, TX 78654

SCALE 1" = 50'

2	1
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0	25	30	IN
			DESCRIPTION
	NO.		REVISIONS
	DATE		

PERSONAL FIRM NO: 10126800



2 6	RUST LICHLITER/JAMESON Environment & Infrastructure Consulting Engineers, Scientists and Planners 821 Barton Springs Road, Suite 400, Austin, Texas 78704-0644		PALEFACE RANCH SUBDIVISION SECTION 2B		FORM CAR CHECKED: <i>PP</i> SCALE: 1" = 200' DATE: 05-02-95	<table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	DESCRIPTION	BY									
	DATE	DESCRIPTION	BY															
Title Data, Inc. RG TDI40926 TR M95-87.001																		
Page 188 of 341																		
TRAVIS COUNTY PLAT VOLUME 95 PAGE 87																		

LEGEND

- 1/4" IRON ROD WITH PLASTIC CAP MARKED
L.A. INC. RPLS 4532' FOUND
- 1/4" IRON ROD WITH PLASTIC CAP MARKED
TRUST E&I RPLS 4532' SET
- D.E. = DRAINAGE EASEMENT
- C.E. = LCA NON-POINT SOURCE
POLLUTION CONSERVATION EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- ◆ CENTER OF 150' RADIUS PROPOSED WATER
WELL BUFFER EASEMENT
- JURISDICTION LINE FOR INDIVIDUAL
WASTEWATER SYSTEMS
- FF = MINIMUM FINISHED FLOOR ELEVATION

MALCOLM B. LEVI, JR.
VOL. 6511, PG. 1283
TRACT ONE
1209.85 ACRES

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	02°04'28"	720.00'	26.20'	26.20'	S11°41'33"E
C2	05°13'51"	720.00'	65.73'	65.71'	S08°04'24"E
C3	01°17'27"	45.00'	23.68'	23.66'	N00°01'34"W
C4	01°17'27"	780.00'	17.00'	17.00'	S12°12'14"E
C5	08°05'11"	45.00'	23.68'	23.66'	S08°04'24"E
C6	05°01'33"	780.00'	68.42'	68.40'	N01°04'54"W

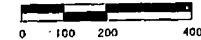
MALCOLM B. LEVI, JR.
VOL. 6511, PG. 1283
TRACT ONE
1209.85 ACRES

NOTE:

PRIVATE STREETS: TRES CORONAS ROAD, OSCAR ROAD, LIKENESS ROAD, OSCARS ECHO ROAD, GUCCIONE ROAD, REFUGA ROAD AND ENJOY PLACE ARE 60' WIDE DRAINAGE AND PUBLIC UTILITY EASEMENTS.

WATER WELL EASEMENTS SHOWN HEREON ARE REPRESENTATIVE OF THE EASEMENT AREA REQUIRED BY TRAVIS COUNTY AND LCA. THE EXACT LOCATION OF THE WELL WILL DETERMINE THE LOCATION OF THE BUFFER EASEMENT. THE OWNER OF EACH LOT IS RESPONSIBLE FOR OBTAINING ALL REQUIRED EASEMENTS TO MEET THE 150' BUFFER REQUIREMENT.

NOTE: THE AREA BETWEEN THE 25, 40 OR 50 FOOT CONSERVATION EASEMENTS AND THE 100-YEAR FLOODPLAIN DRAINAGE EASEMENT OF LOTS 5 THROUGH 29, AND LOT 43, BLOCK 1 IS HEREBY DEDICATED AS ADDITIONAL LCA CONSERVATION EASEMENT.



Title Data, Inc. RG TDI40926 TR M95-88.001

RUST LICHLITER/JAMESON

Environment & Infrastructure
Consulting Engineers, Scientists and Planners
8100 Spring Road, Suite 400, Austin, Texas 78754-1164

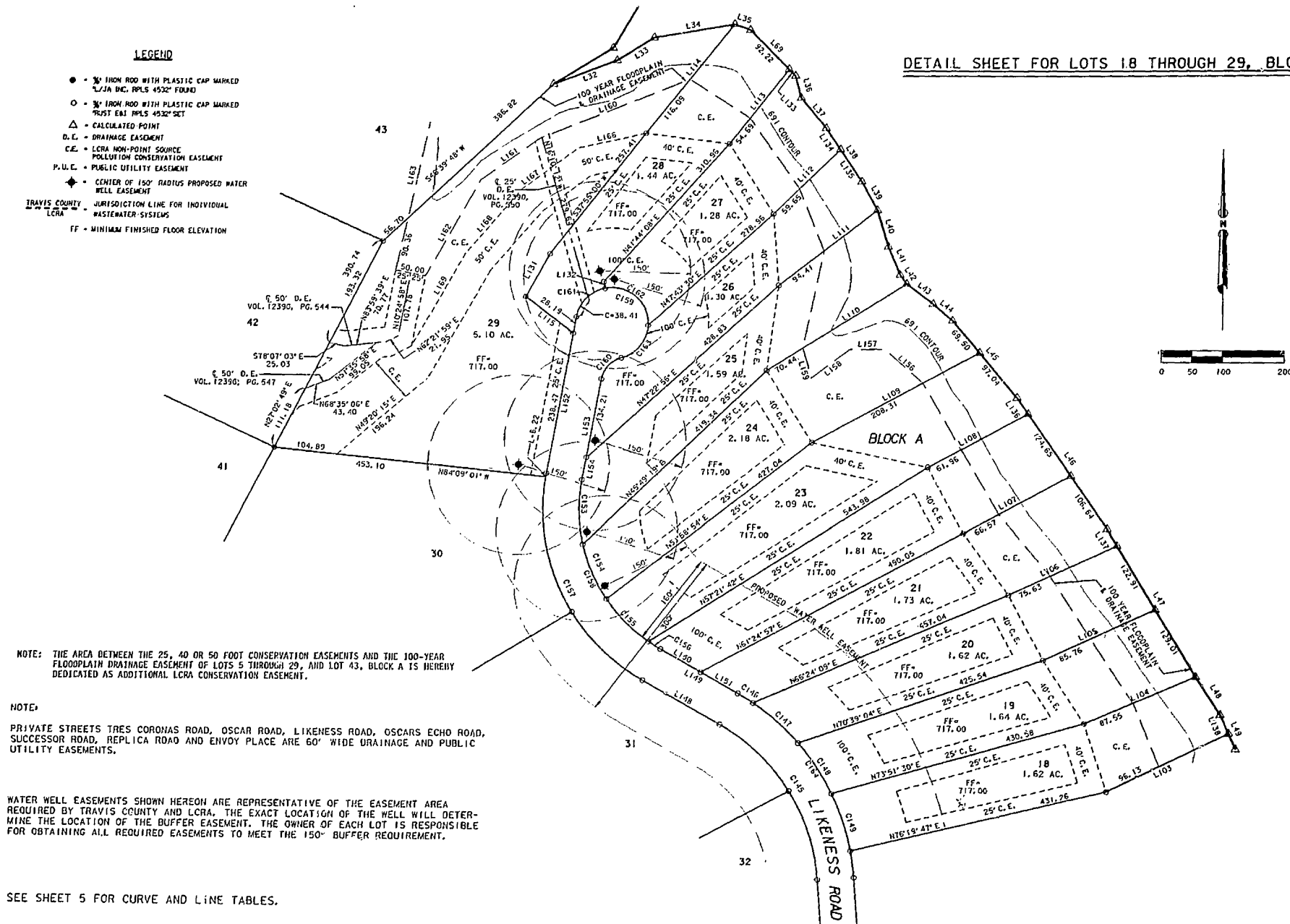
PALEFACE RANCH SUBDIVISION
SECTION 2B

DRWN CAR.	DATE	DESCRPTION	BY
CHECKED: <i>EL</i>	DATE		
SCALE: 1"=200'			
DATE: 05-02-95			

LEGEND

- 3/4" IRON ROD WITH PLASTIC CAP MARKED "LJA INC. RPLS 4532" FOUND
- 3/4" IRON ROD WITH PLASTIC CAP MARKED "RUST ERI RPLS 4532" SET
- △ CALCULATED POINT
- D.E. DRAINAGE EASEMENT
- C.E. LCRA NON-POINT SOURCE POLLUTION CONSERVATION EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- ◆ CENTER OF 150' RADIUS PROPOSED WATER WELL EASEMENT
- TRAVIS COUNTY JURISDICTION LINE FOR INDIVIDUAL WASTEWATER SYSTEMS
- FF MINIMUM FINISHED FLOOR ELEVATION

DETAIL SHEET FOR LOTS 18 THROUGH 29, BLOCK A



NOTE: THE AREA BETWEEN THE 25, 40 OR 50 FOOT CONSERVATION EASEMENTS AND THE 100-YEAR FLOODPLAIN DRAINAGE EASEMENT OF LOTS 5 THROUGH 29, AND LOT 43, BLOCK A IS HEREBY DEDICATED AS ADDITIONAL LCRA CONSERVATION EASEMENT.

NOTE:

PRIVATE STREETS TRES CORONAS ROAD, OSCAR ROAD, LIKENESS ROAD, OSCARS ECHO ROAD, SUCCESSOR ROAD, REPLICA ROAD AND ENVJOY PLACE ARE 60' WIDE DRAINAGE AND PUBLIC UTILITY EASEMENTS.

WATER WELL EASEMENTS SHOWN HEREON ARE REPRESENTATIVE OF THE EASEMENT AREA REQUIRED BY TRAVIS COUNTY AND LCRA. THE EXACT LOCATION OF THE WELL WILL DETERMINE THE LOCATION OF THE BUFFER EASEMENT. THE OWNER OF EACH LOT IS RESPONSIBLE FOR OBTAINING ALL REQUIRED EASEMENTS TO MEET THE 150' BUFFER REQUIREMENT.

SEE SHEET 5 FOR CURVE AND LINE TABLES.

66115.044
6
4

RUST LICHLITER/JAMESON

Environment & Infrastructure
Consulting Engineers, Scientists and Planners
221 Barton Springs Road, Suite 400, Austin, Texas 78704-1164

**PALEFACE RANCH SUBDIVISION
SECTION 2B**

DRWN: CAR
CHECKED: [initials]
SCALE: 1" = 100'
DATE: 5-24-95

DATE	DESCRIPTION	BY

Title Data, Inc. RG TDI40926 TR M95-89.001

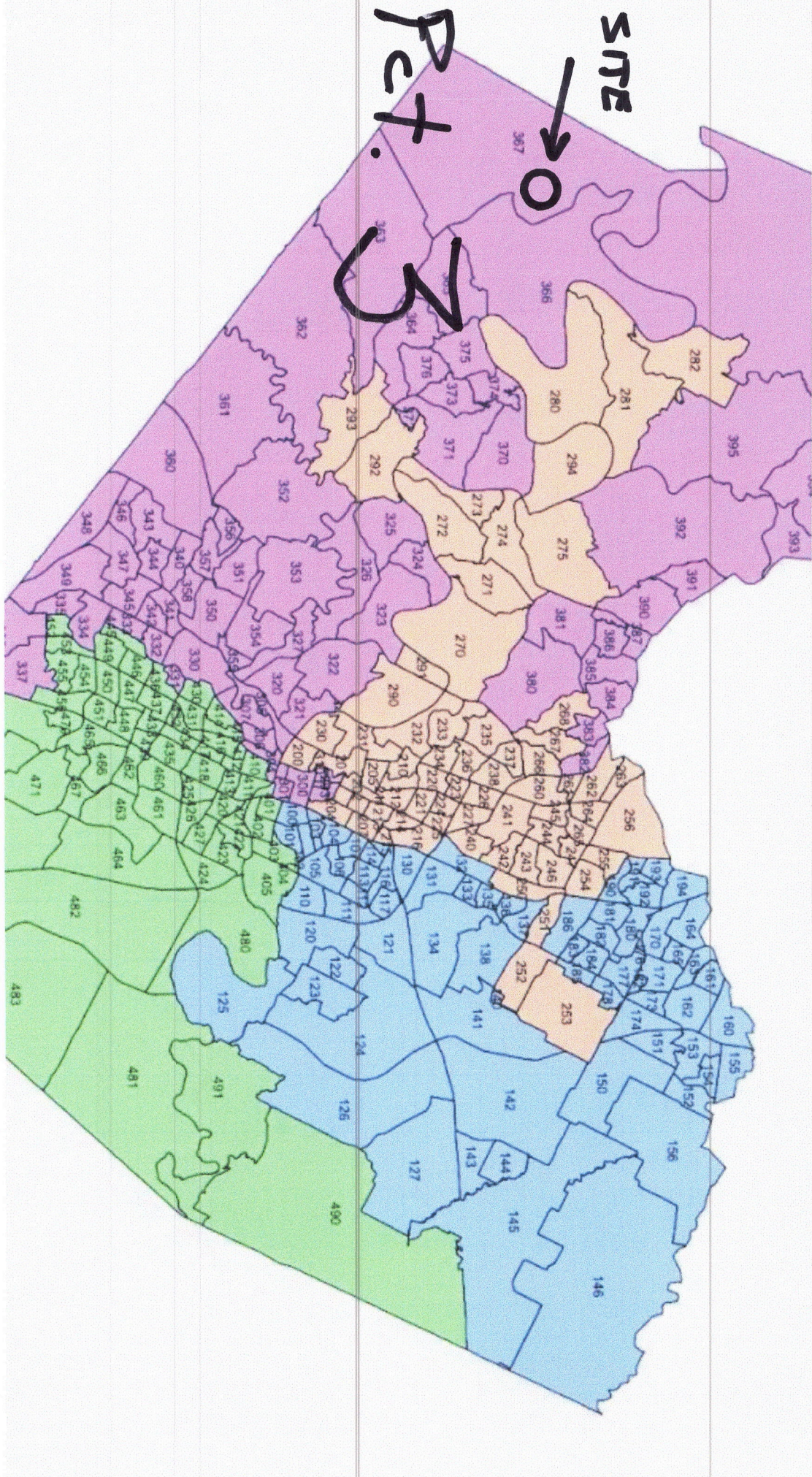
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CURVE TABLE						
CURVE	ARC	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	83.06	06°19'18"	783.00	43.07	N10°36'28"	86.02
C18	41.42	8°19'16"	320.00	23.28	S9°46'22"	46.43
C36	31.42	8°00'00"	20.00	20.00	N11°04'00"	26.28
C37	159.90	33°55'58"	210.00	62.37	S86°58'02"	157.58
C38	197.91	34°21'41"	330.00	102.03	N87°10'53"	194.96
C39	147.08	26°25'11"	330.00	74.70	N74°18'19"	147.08
C39	344.99	55°53'55"	330.00	190.14	N80°03'00"	323.49
C41	30.13	5°23'40"	320.00	15.08	S2°54'54"	30.12
C42	24.86	5°13'22"	380.00	12.98	N18°58'45"	24.44
C43	209.57	37°31'22"	320.00	108.70	N18°58'45"	206.84
C44	90.97	12°42'56"	380.00	45.70	S7°04'33"	90.75
C45	29.79	8°52'05"	20.00	18.44	N80°24'55"	27.11
C46	51.00	8°48'34"	20.00	15.59	N18°58'45"	27.99
C47	287.90	19°38'18"	840.00	145.38	N2°22'21"	286.50
C48	319.36	21°46'59"	840.00	161.63	N23°04'59"	317.44
C49	143.44	12°07'03"	840.00	71.99	N18°58'45"	143.44
C50	420.15	30°51'46"	780.00	215.31	N28°19'38"	415.09
C51	362.99	26°33'50"	780.00	184.84	N26°10'20"	359.72
C52	750.70	51°12'18"	840.00	402.51	N18°58'45"	726.51
C53	783.14	57°31'38"	780.00	428.16	N18°58'45"	750.66
C54	41.42	8°19'16"	320.00	23.28	N10°36'28"	46.43
C55	31.42	8°00'00"	20.00	20.00	N11°04'00"	26.28
C56	159.90	33°55'58"	210.00	62.37	S86°58'02"	157.58
C57	197.91	34°21'41"	330.00	102.03	N87°10'53"	194.96
C58	147.08	26°25'11"	330.00	74.70	N74°18'19"	147.08
C60	130.67	23°23'44"	320.00	66.26	N28°01'56"	129.47
C61	137.21	20°41'21"	320.00	69.36	N26°40'44"	136.47
C62	31.25	8°42'24"	380.00	8.98	N38°22'30"	17.95
C63	155.17	25°23'44"	380.00	78.68	N28°01'56"	154.09
C64	34.88	4°24'55"	45.00	18.37	S17°31'21"	34.02
C65	34.88	4°24'55"	45.00	18.37	N16°56'16"	34.02
C66	69.74	6°05'36"	60.00	38.11	N28°36'41"	68.86
C67	75.88	7°22'47"	60.00	43.96	N51°51'38"	70.93
C68	81.99	7°17'50"	60.00	48.85	S6°28'49"	75.76
C69	95.94	51°23'58"	60.00	28.93	S90°24'25"	52.11
C70	95.47	26°49'50"	60.00	61.24	S50°16'12"	85.71
C71	34.47	9°34'10"	20.00	23.24	N18°02'35"	30.32
C72	118.56	8°42'32"	780.00	185.03	N5°06'14"	360.08
C73	118.56	8°42'32"	780.00	185.03	N17°48'13"	118.56
C74	328.56	26°08'45"	720.00	167.19	N65°24'02"	325.72
C75	337.16	26°49'49"	720.00	171.73	N65°44'34"	334.09
C76	481.91	35°23'58"	780.00	240.93	N61°27'30"	474.28
C77	302.90	11°46'22"	1470.00	151.89	N89°03'40"	302.36
C78	37.12	1°23'24"	1530.00	18.56	N79°51'11"	37.12
C79	31.26	8°32'58"	20.00	19.04	S35°46'25"	28.17
C80	30.20	8°45'09"	20.00	18.90	N52°22'39"	27.47
C81	446.16	16°42'28"	1530.00	224.67	N82°23'58"	444.58
C82	553.37	21°45'48"	1470.00	282.59	S78°09'15"	555.02
C83	342.17	12°48'49"	1530.00	171.80	S72°38'29"	341.45
C84	308.03	11°32'07"	1530.00	154.54	S60°27'52"	307.51
C85	96.88	3°37'41"	1530.00	48.46	S52°52'58"	96.87
C86	314.33	12°15'06"	1470.00	157.77	S51°11'40"	313.73
C87	1193.24	44°01'06"	1530.00	628.82	S73°24'40"	1163.23
C88	861.27	33°34'10"	1470.00	443.39	S80°03'26"	849.00
C89	32.11	9°15'30"	20.00	20.71	S21°16'36"	28.77
C90	32.10	9°15'38"	20.00	20.70	N70°41'58"	28.76
C91	295.64	22°31'55"	720.00	149.93	S36°28'57"	293.57
C92	68.75	5°28'15"	720.00	34.40	S40°42'14"	24.47
C93	245.38	18°01'29"	780.00	123.71	S44°12'14"	244.37
C94	149.37	10°58'21"	100.00	74.92	S20°12'19"	149.15
C95	394.76	28°59'50"	780.00	201.70	S27°13'04"	390.56
C96	364.39	28°59'50"	720.00	186.19	S27°13'04"	360.51
C97	34.08	4°24'55"	45.00	18.37	S17°31'21"	34.02
C98	34.88	4°24'55"	45.00	18.37	N16°56'16"	34.02

CURVE TABLE						
CURVE	ARC	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C99	77.76	7°15'13"	60.00	45.42	N61°00'18"	72.43
C100	115.52	15°42'13"	60.00	66.04	N13°13'59"	98.33
C101	88.34	8°21'34"	60.00	54.37	S51°28'51"	80.58
C102	95.47	26°49'50"	60.00	61.24	N36°17'01"	85.71
C103	50.96	3°44'37"	780.00	25.49	N37°29'56"	50.96
C104	607.85	48°22'49"	720.00	332.37	N15°15'58"	599.97
C105	548.91	48°22'18"	780.00	350.32	N15°11'05"	639.15
C106	126.71	9°18'26"	780.00	63.49	S34°43'01"	126.57
C107	30.17	8°25'25"	20.00	18.79	S13°16'18"	27.39
C108	30.17	8°25'25"	20.00	18.79	N20°16'42"	27.39
C109	654.82	52°06'32"	720.00	352.02	S13°18'50"	632.48
C110	473.21	34°45'37"	780.00	244.14	S53°31'00"	465.99
C111	365.44	54°20'49"	780.00	195.07	N20°16'42"	347.08
C112	303.53	54°20'49"	720.00	164.27	S89°18'24"	292.28
C113	168.43	30°09'23"	320.00	86.21	N77°12'40"	166.49
C114	196.28	29°34'49"	380.00	100.33	N76°55'23"	194.01
C115	34.88	4°24'55"	45.00	18.37	S17°31'21"	34.02
C116	34.88	4°24'55"	45.00	18.37	S67°56'30"	34.02
C117	281.52	26°49'51"	60.00	61.44	S0°08'58"	85.71
C118	12.30	10°14'28"	60.00	61.44	S0°08'58"	85.71
C119	169.22	16°13'23"	320.00	370.24	S53°28'16"	118.45
C120	1097.66	65°23'44"	561.70	617.35	N89°36'29"	1039.04
C121	1120.46	71°14'48"	501.70	645.51	N86°40'00"	1049.75
C122	35.16	10°42'48"	380.00	45.93	N11°36'24"	30.80
C123	34.38	9°28'43"	320.00	23.20	S73°01'31"	30.30
C124	168.60	19°50'41"	320.00	53.80	S14°14'32"	166.11
C125	91.41	13°46'57"	380.00	45.93	N11°36'24"	30.80
C126	35.07	4°23'55"	45.00	18.48	S26°35'31"	34.19
C127	100.00	9°29'35"	60.00	48.45	N13°09'16"	75.39
C128	100.00	9°29'35"	60.00	48.45	S80°10'34"	88.82
C129	100.00	9°29'35"	60.00	48.45	S17°19'00"	88.82
C130	5.94	7°03'31"	45.00	2.78	N59°32'02"	5.54
C131	29.34	37°22'55"	45.00	15.21	N37°19'35"	28.82
C132	95.47	26°49'50"	60.00	61.24	S71°21'08"	85.71
C133	34.88	4°24'55"	45.00	18.37	N40°51'20"	34.02
C134	16.98	13°46'57"	320.00	38.07	N11°36'24"	30.80
C135	115.00	17°20'22"	320.00	57.94	S14°06'51"	114.56
C136	115.00	17°20'22"	320.00	57.94	S31°27'12"	114.56
C137	42.45	8°23'56"	380.00	21.24	S19°19'22"	40.72
C138	4.95	0°44'44"	380.00	2.47	S50°41'18"	4.95
C139	283.32	12°43'04"	380.00	148.61	N25°09'49"	276.80
C140	149.43	12°43'04"	380.00	44.87	N11°17'08"	88.82
C141	149.43	12°43'04"	380.00	76.10	N33°08'41"	148.07
C142	162.23	2°27'51"	380.00	82.38	N10°02'12"	161.02
C143	121.06	18°17'33"	380.00	64.05	N37°23'44"	120.55
C144	236.58	42°43'04"	320.00	125.14	N25°09'49"	233.09
C145	121.06	18°17'33"	320.00	121.03	S32°02'22"	302.78
C146	22.54	2°27'14"	380.00	14.78	S80°02'51"	28.53
C147	60.00	15°04'40"	380.00	50.29	S48°16'54"	99.71
C148	100.00	15°04'40"	380.00	50.29	S33°13'14"	99.71
C149	100.00	15°04'40"	380.00	50.29	S18°07'34"	99.71
C150	44.98	6°46'57"	380.00	22.52	S71°11'45"	44.96
C151	75.15	29°35'09"	320.00	51.57	S45°58'23"	128.09
C152	125.64	21°52'02"	320.00	93.38	S17°44'18"	122.80
C153	109.41	23°00'21"	320.00	54.95	N12°23'37"	107.69
C154	100.00	21°13'14"	270.00	50.99	N23°29'11"	99.43
C155	100.00	21°13'14"	270.00	50.99	N44°42'25"	99.43
C156	23.36	4°57'26"	720.00	11.69	S57°47'45"	23.35
C157	405.50	10°24'15"	330.00	232.81	N25°04'21"	380.47
C158	131.71	70°24'15"	270.00	190.48	N25°04'21"	311.29
C159	120.82	24°37'23"	60.00	94.87	S47°33'31"	101.42
C160	50.75	6°43'23"	45.00	28.46	N42°26'28"	48.11
C161	71.81	8°34'37"	60.00	40.91	N42°26'28"	67.60
C162	109.06	10°08'25"	60.00	76.99	S48°13'23"	94.65
C163	75.30	71°54'21"	60.00	43.52	S38°48'00"	70.45
C164	374.52	52°06'32"	720.00	204.05	S32°28'22"	359.55
C165	8.60	0°41'04"	720.00	4.30	N78°48'57"	8.60
C166	86.06	06°19'18"	780.00	43.09	N10°36'28"	86.02
C167	85.19	08°19'17"	380.00	27.64	N09°46'22"	55.14
C168	15.80	03°32'40"	320.00	9.90	S44°45'00"	19.79

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S82°33'13"W	60.00
L11	S56°24'19"E	75.49
L12	N11°13'13"E	126.67
L2	N86°13'27"E	15.52
L26	N77°24'32"E	123.05
L27	S27°00'20"E	43.52
L28	S11°23'15"W	76.48
L29	S23°29'02"W	58.28
L30	S30°36'15"W	79.97
L31	N33°30'42"E	76.93
L32	N88°56'08"E	42.62
L33	N69°04'03"E	113.01
L34	N58°15'12"E	71.98
L35	N80°47'23"E	116.14
L36	S14°08'04"E	38.17
L37	S17°05'20"E	27.61
L38	S61°08'57"E	200.36
L39	S39°44'04"E	65.09
L40	S33°27'20"E	107.12
L41	S26°35'28"E	54.45
L42	S16°34'49"E	63.61
L43	S22°41'08"E	50.65
L44	S35°17'03"E	19.01
L45	S82°48'04"E	55.11
L46	S48°59'00"E	42.37
L47	S39°34'05"E	166.93
L48	S30°47'16"E	267.85
L49	S12°27'38"E	73.90
L50	S22°34'56"E	62.20
L51	S12°22'00"E	57.46
L52	S32°14'01"E	46.76
L53	S27°51'54"E	81.69
L54	S25°01'00"E	27.25
L55	S22°07'43"E	72.76
L56	S22°21'47"E	256.42
L57	S23°01'09"E	170.56
L58	S23°01'09"E	170.56
L59	S15°53'21"E	168.22
L60	S09°44'47"E	91.36
L61	S09°44'47"E	91.36
L62	S07°51'11"W	150.13
L63	S15°17'49"W	140.04
L64	N88°14'50"E	392.04
L65	N54°53'59"E	409.59
L66	N68°35'01"E	409.59
L67	S61°11'12"W	423.76
L68	S61°11'12"W	423.76
L69	S44°17'59"E	107.35
L70	S37°33'34"E	144.68
L71	S22°42'58"E	112.88
L72	S21°44'38"E	112.88
L73	S06°17'51"E	61.50
L74	S06°17'51"E	122.80
L75	S57°32'17"E	61.50
L76	S24°29'56"E	229.39
L77	S64°08'47"E	151.66
L78	S05°15'01"E	151.66
L79	S14°02'38"E	92.60
L80	N17°20'45"E	123.15
L81	N17°20'45"E	123.15
L82	S00°57'58"E	132.53
L83	S74°13'00"E	177.98
L84	S80°07'03"E	70.95
L85	S80°07'03"E	70.95
L86	N85°18'05"E	161.24
L87	N85°18'05"E	161.24
L88	N82°42'53"E	157.23
L89	N82°42'53"E	157.23
L90	N82°42'53"E	157.23
L91	N77°33'56"E	270.49
L92	N77°33'56"E	270.49
L93	N52°41'37"E	107.04

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LOCATION MAP





Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Receive a briefing regarding the Transportation & Natural Resources Capital Improvement Program Quarterly Update. (Commissioners Travillion & Shea)

Prepared By/Phone Number: Kondala Rao Mantri, Assistant Public Works Director, 512-854-7618

Elected/Appointed Official or Department Head: Cynthia McDonald

Commissioners Court Sponsor(s): Commissioner Travillion, Precinct One
Commissioner Shea, Precinct Two

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Summary

In the November 7, 2017, bond election, voters approved amounts for roadway and parks projects listed under propositions A & B totaling \$184,940,000. In addition, the Commissioners' Court approved critical safety projects with an estimated cost of \$94,900,000 that will be funded with certificates of obligation (CO) over a five-year period, collectively referred to as the **2017 Bond Program**. In the November 6, 2023, bond election, voters approved amounts for roadway and parks projects listed under propositions A & B totaling \$509,500,000, referred to as the **2023 Bond Program**. In addition to the 2017 and 2023 bond programs, the CIP team manages multiple projects related to parks, traffic safety, and substandard roads.

Between the Bond and the various CIP Programs, there are a total of sixty (60) active projects. Ten (10) projects are in construction and construction procurement stages, twenty-nine (29) projects are in design or design procurement stages, and nineteen (19) projects are in right-of-way acquisition stage.

Background

In previous bond seasons, in-house staff were able to manage about \$15M worth of projects on an annual basis. With the 2017 bond costs and a much more aggressive timeline, the County needed to manage an additional \$60M in projects each year on top of the existing previous bond program projects already in progress. That represents a four-time annual volume increase for the program.

Due to the large number of projects, the County CIP group needed to implement an aggressive approach for managing the increased workload. To efficiently manage the increased workload, Travis County CIP initiated the selection of a General Engineering Consultant (GEC) as well as a Program Manager Consultant (PMC) to help facilitate the completion of the 2017 Bond Program and safety projects. Soon after, the County

approved Travis Transportation Partners (TTP) as the County's GEC and Front Line Advisory Group (FLAG) as the County's PMC.

The GEC's responsibility is to supplement the in-house CIP staff by taking on the role of project manager with oversight from CIP for several projects. We currently have the GEC helping us manage seventeen (17) projects, with three (3) still active, including one (1) in the Construction phase and two (2) in the ROW Acquisition phase, as well as providing Utility Coordination efforts for the entire program and right-of-way acquisition support on a couple of projects.

The PMC is tasked with the lead role of monitoring, tracking, improving, and reporting on all project schedules and budgets in the 2017-2023 Bond Program. The PMC initiated the installation of our document control software called ProCore. This software has proven critical for the program's success, as it allows for a central repository of project documents, schedules, and budgets, as well as allows for tracking assignments, schedules, and costs. Schedule and Budget indexes are calculated, tracked, and reported on a weekly basis. TNR management meets weekly with the PMC to identify potential issues with the schedule and budget. If there is any schedule slippage or budget shortfall, solutions will be discussed and implemented as early as possible.

Furthermore, to leverage workloads and help the County meet its deadlines, County CIP has partnered with CTRMA to help us manage eight (8) bond projects. CTRMA provides project management support on these projects with oversight from County CIP.

Staff Recommendations:

N/A

Issues and Opportunities:

My team continues to evaluate and adjust processes as needed. We consistently incorporate lessons learned allowing us to refine our approach and apply these improvements to future projects.

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Cynthia C. McDonald	County Executive	TNR	(512) 854-9418
Tanner Voelkel	Asst. Director, Admin & Planning	TNR	(512) 854-7675
Robert Valenzuela	Public Works Director	TNR	(512) 854-7650

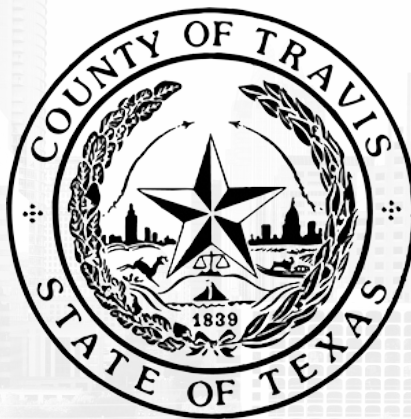
CC:

Kondala Rao Mantri	Assistant Director of Public Works	TNR	(512) 854-5196
– CIP			

Attachments:

1. 26-07-14-CIP Quarterly Update

Travis County Bond and CIP Programs Status Update



Travis County Commissioners Court

July 14, 2026



Agenda



ACCOMPLISHMENTS



STATUS UPDATE



IMPROVEMENT



**YEARLY
FORECAST**



QUESTIONS?



Key Accomplishments Since the Previous Update

- **2 Projects Reached Final Acceptance**
 - Williamson Road Drainage Improvements (CIP, Precinct 4)
 - Arkansas Bend Water Storage Facility (CIP, Precinct 2)
- **1 Project Started in Construction Procurement**
 - Wells Branch Pkwy Extension 3 (2011 Bond, Precinct 2)
- **6 Projects Started in Design (PS&E)**
 - Bee Creek Road (2023 Bond, Precinct 3)
 - Blake Manor Road from Taylor Lane to Burleson Manor Road (2023 Bond, Precinct 1)
 - Cameron Road East of SH130 (2023 Bond, Precinct 1)
 - Howard Lane SUP (2023 Bond, Precinct 1)
 - Rowe Lane from SH130 to Hodde Lane (2023 Bond, Precinct 2)
 - Slaughter Lane East Median Improvement (2025 CO, Precinct 5)
- **3 Emergency Repair Projects Kicked Off**
 - Nameless Road LWC @ Tributary to Sandy Creek
 - Nameless Road Safety Study
 - Round Mountain Culvert Crossing @ Bingham Creek
- **1 Open House Event held**
 - Patterson Road Sidewalk (2023 Bond, Precinct 3)
- **1 COA permit issued**
 - Arroyo Doble at Twin Creek (2018 CO, Precinct 3)
- **Parcels in Acquisition**
 - 410 Total Parcels Submitted: 219 parcels (53%) currently in progress

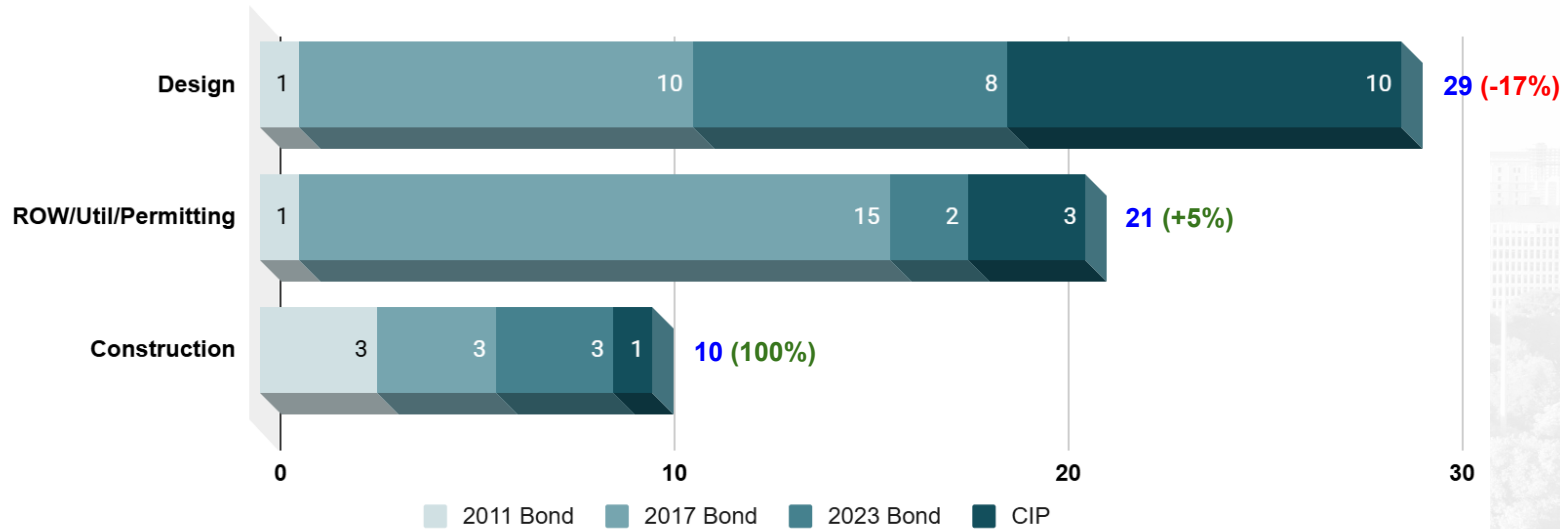
PROJECT DELIVERY PROGRESS





Active Projects by Phase

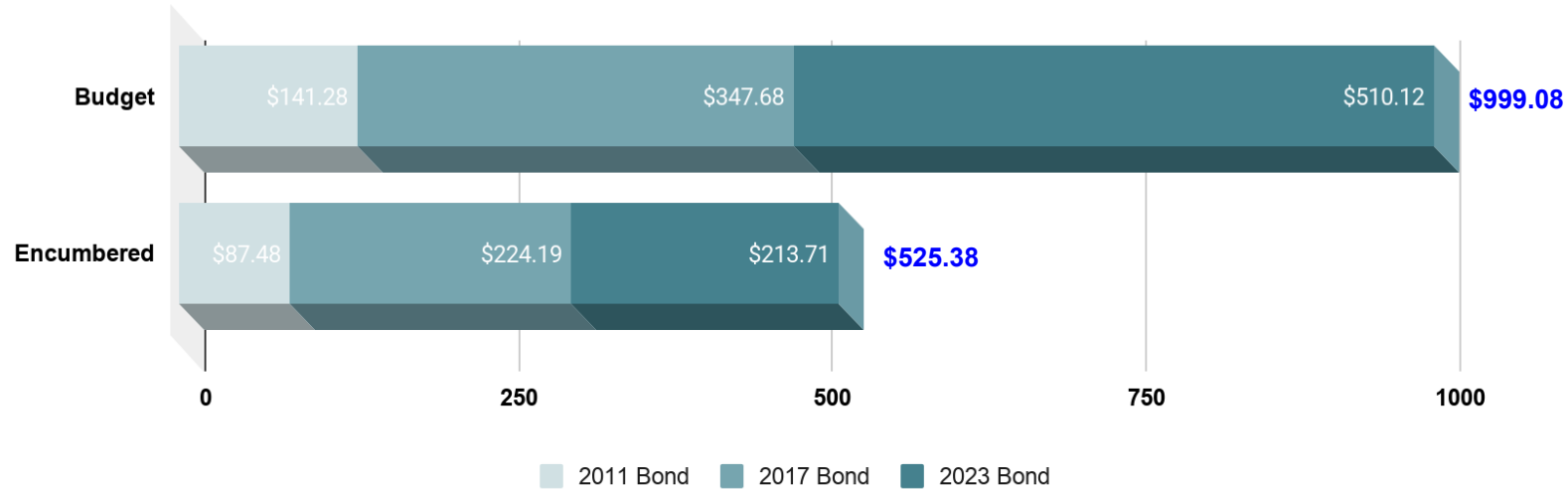
- As of July 2026, there are **60 active** projects within the current TNR CIP Portfolio
 - 29 projects are in Design, including Procurement phase
 - 21 projects are in ROW/Utility/Permitting phase (2017 Bond Projects account for 71.4%)
 - 10 projects are in Construction, including Procurement
 - Construction-phase projects increased from 5 in April 2026 to 10 in July 2026.





Budget Status Overview

Total Budget vs Encumbered To Date (in \$Mil)

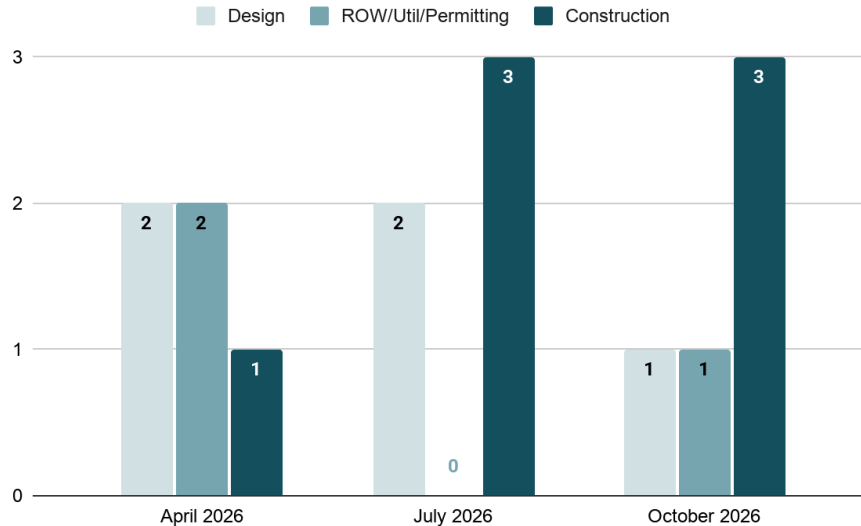


\$473.70M Remaining Uncommitted Funds



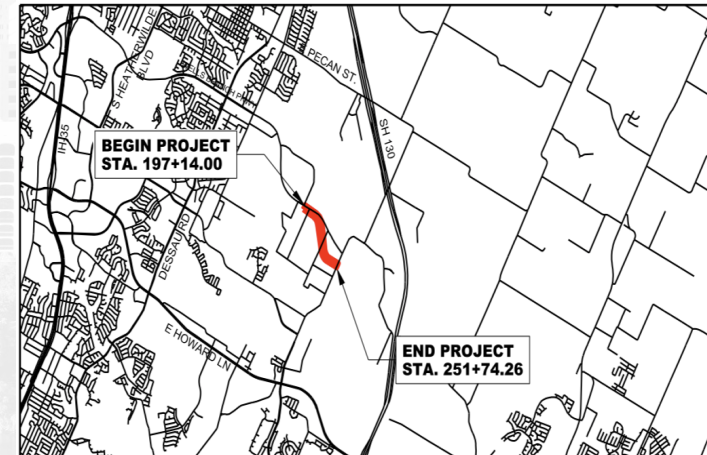
2011 Bond Program

Active Projects



Wells Branch Parkway Extension III

- Construction Procurement is in progress
- Construction expected Q3 2026 through Q3 2027
- Provides a new four-lane divided roadway with sidewalks, bike lanes, and drainage improvements to support safer travel.

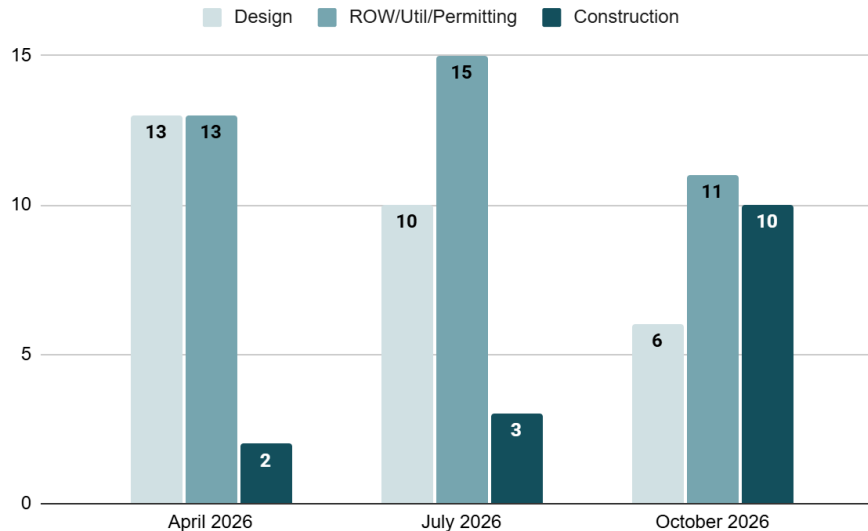


Wells Branch Parkway Extension



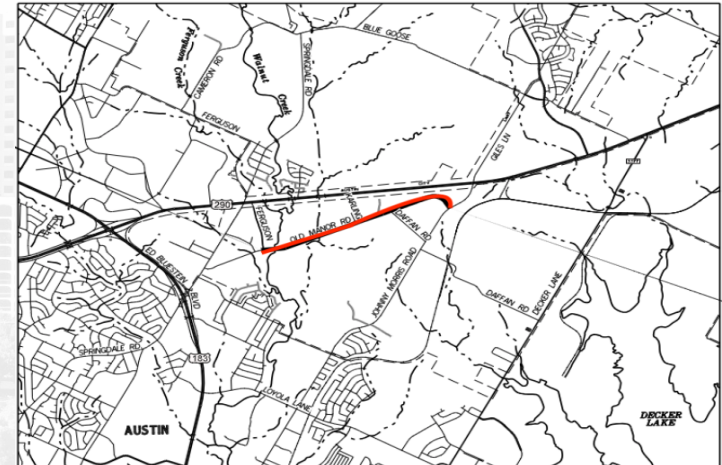
2017 Bond Program

Active Projects



Old Manor Road Safety Improvements

- Permitting, Road Closure and Public Outreach efforts in progress
- Construction expected Q3 2026 through Q3 2027
- Improves the existing 2-lane roadway, and adds shoulders and left-turn lanes at major intersections for safety

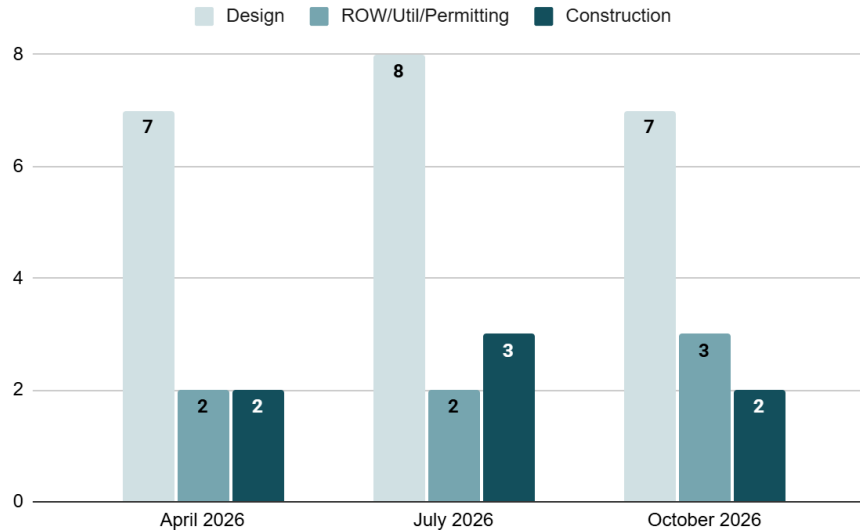


Old Manor Road Safety Improvements



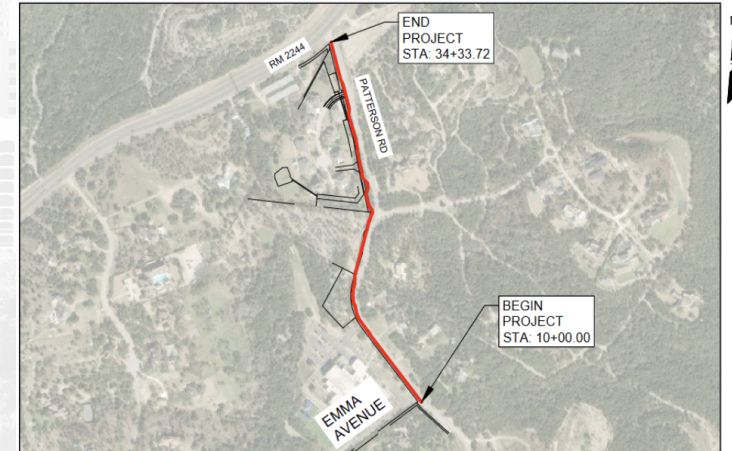
2023 Bond Program

● Active Projects



● Active Transportation Safety - Patterson Road Sidewalk

- Open House held May 11, and construction procurement expected in 1st Quarter of 2027
- Adds pedestrian facilities to enhance safety for students travelling to and from nearby schools

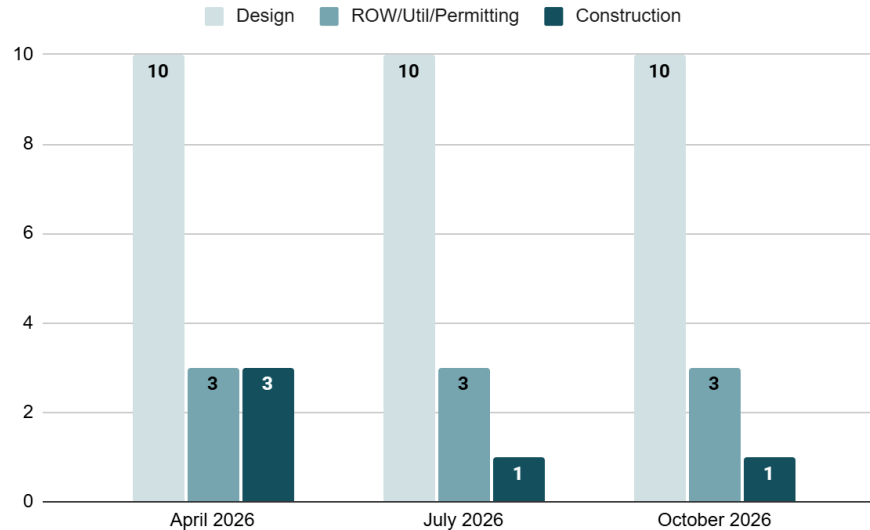


Active Transportation Safety Projects - Patterson Road Sidewalk



Additional CIP Projects

● Active Projects



● Rowe Lane & Commons Pkwy/Treyburn Lane

- NTP issued in May 2026, and completion expected in December 2026
- Signalization of the intersection, including pedestrian signals and crossings on all approaches



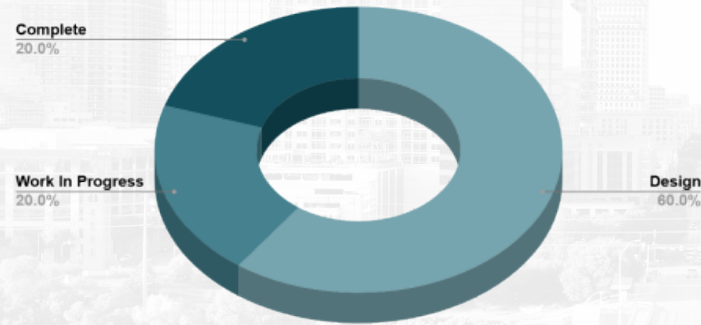
Rowe Lane & Commons Parkway Signalization



Disaster Recovery Program Overview

● Disaster Recovery Projects

- Total budget: \$7.2M
- Active Projects: 15
 - 3 projects completed
 - 3 projects are currently in progress
 - 9 projects in Design



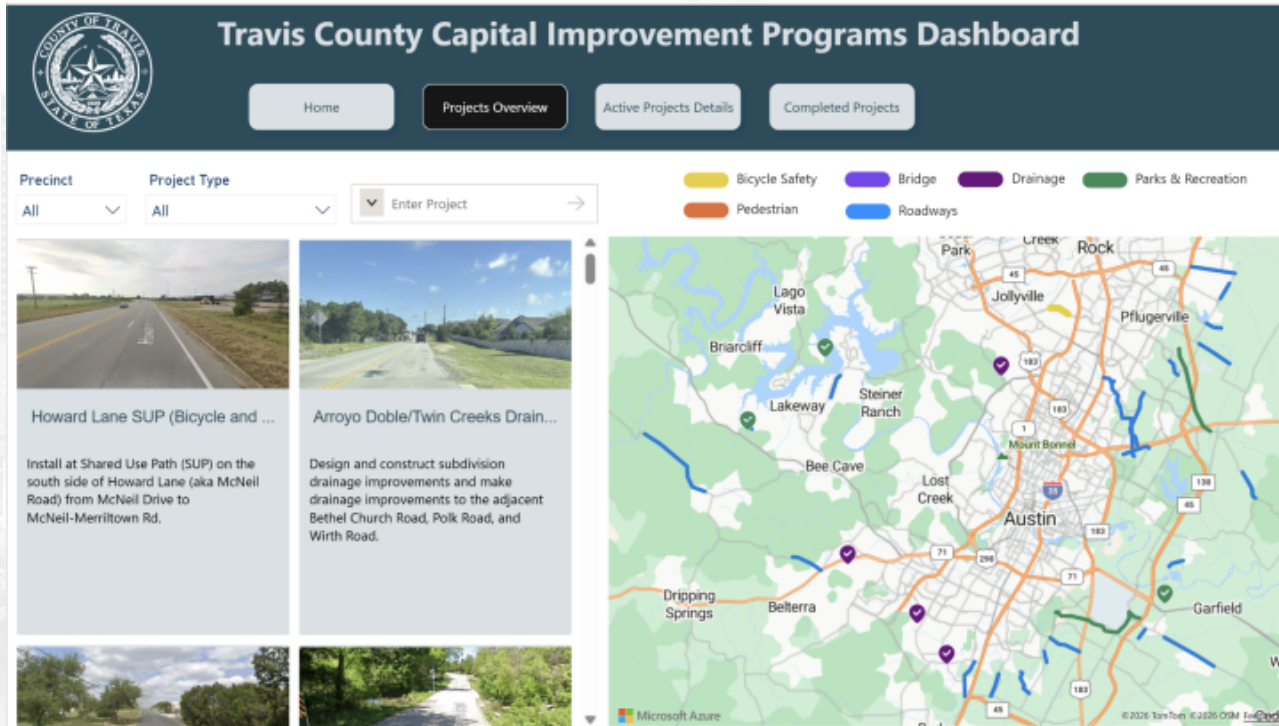
FEMA Deadline: November 23, 2026

All permanent restoration work must be completed within FEMA's 18-month regulatory window following the May 23, 2025 disaster declaration.

● 3 Projects initiated Design This Quarter

- Nameless Road Low Water Crossing @ Tributary to Sandy Creek (Precinct 3)
- Round Mountain Culvert Crossing @ Bingham Creek (Precinct 3)
- Nameless Road Safety Study (Precinct 3)

Public Access Dashboard



Key Features:

- Announcements and Road Closures
- Interactive Map
- Schedule and Financial Information



Standardization Initiative: Building Consistency Across the CIP Projects

- **Establish Consistent Project Delivery Processes**
 - Standardize milestones from planning through final acceptance
 - Set uniform documentation, review, and approval standards
- **Strengthen Quality Control and Technical Oversight**
 - Use Procore as the central hub for project records and submittals
 - Standardize technical reviews, including drainage and ROW Doc submission
- **Advance TNR's Continuous Improvement Efforts**
 - Launch a standardized SME review program during design
 - Improve design quality and reduce rework through timely feedback
 - Promote consistent review comments/feedback across projects



Future Construction Solicitations

- 14 construction solicitations are anticipated between Q3 2026 and Q2 2027

Travis County's Future Design and Construction Solicitations - July 2026

Projected from July 2026 to June 2027, dates and information subject to change

Type of Contract (Solicitation)	Project Name	Point of Contact	Solicitation Open (Tentative)	Estimated Duration (Month)	Description
IFB (Construction)	Gilleland Creek Greenway - Ben E Fisher Park	Odette Tan, P.E. Email: odette.Tan@traviscountytx.gov Phone: (512) 854-7587	3rd Quarter of 2026	10	Ben E Fisher Park Renovation
IFB (Construction)	Gilleland Creek Greenway - Trails	Odette Tan, P.E. Email: odette.Tan@traviscountytx.gov Phone: (512) 854-7587	3rd Quarter of 2026	16	Construct greenway trails
IFB (Construction)	Hamilton Pool Rd Phase 2	Mohammad Farhoud Email: mohammad.farhoud@traviscountytx.gov Phone: (512) 854- 1777	3rd Quarter of 2026	12	Add shoulders, turn lanes, and increasing curve radii from 1.7 Miles East of Pedernales River to East of High Plains Drive.
IFB (Construction)	Old Manor Rd Improvements	Chiang Lee, P.E. Email: chiang.Lee@traviscountytx.gov Phone: (512) 854-7585	3rd Quarter of 2026	11	Improve the existing 2 lane roadway and add shoulders from Ferguson Cut-off Rd to Johnny Morris Rd and add left turn lanes at major intersections.
IFB (Construction)	Onion Creek Greenway Improvements	Odette Tan, P.E. Email: odette.Tan@traviscountytx.gov Phone: (512) 854-7587	3rd Quarter of 2026	18	Construct trailhead park at the US 183 and Onion Creek park site and build a hiking, biking, and walking trail to Barkley Meadows; construct restrooms, water and waste water services, and a loop trail around Barkley Meadows.
IFB (Construction)	Wyldwood Rd @ Slaughter Creek and Tributary	Miguel Villarreal, P.E. Email: miguel.villarreal@traviscountytx.gov Phone: (512) 854-7586	3rd Quarter of 2026	15	Cross culvert replacements at both low water crossings on Wyldwood Road.
IFB (Construction)	Ross Road South	Chiang Lee, P.E. Email: chiang.Lee@traviscountytx.gov Phone: (512) 854-7585	4th Quarter of 2026	9	Widen the existing 2 lane roadway to a 4 lane divided roadway with bike lanes and sidewalks from Pearce Lane to Heine Farm Rd.

Future Construction Solicitations

- 14 construction solicitations are anticipated between Q3 2026 and Q2 2027

Travis County's Future Design and Construction Solicitations - July 2026

Projected from July 2026 to June 2027, dates and information subject to change

Type of Contract (Solicitation)	Project Name	Point of Contact	Solicitation Open (Tentative)	Estimated Duration (Month)	Description
IFB (Construction)	Thaxton Road	Chiang Lee, P.E. Email: chiang.Lee@traviscountytx.gov Phone: (512) 854-7585	4th Quarter of 2026	22	Widen existing 2 lane roadway to a 4 lane roadway with bike lanes and sidewalks from McKinney Falls Pkwy to Sassman Rd. Currently performing design adjustments and COA permitting.
IFB (Construction)	Arroyo Doble / Twin Creeks	Tony Valdez, P.E. Email: tony.valdez@traviscountytx.gov Phone: (512) 854-7567	1st Quarter of 2027	16	Construct subdivision drainage improvements as identified in the 2009 Drainage Basin Study, and make drainage improvements to the adjacent Bethel Church Road, Polk Road, and Wirth Road.
IFB (Construction)	Fitzhugh Road	Mohammad Farhoud Email: mohammad.farhoud@traviscountytx.gov Phone: (512) 854- 1777	1st Quarter of 2027	10	Add 4-foot shoulders on both sides of Fitzhugh Road and resurface the existing roadway from US290E west 1.9 miles to the bridge over Long Branch Creek.
IFB (Construction)	Old Lockhart Road	Chiang Lee, P.E. Email: chiang.Lee@traviscountytx.gov Phone: (512) 854-7585	1st Quarter of 2027	15	Add pavement on both sides of Old Lockhart Road to facilitate bike facilities from Capital View Drive to Thaxton Road
IFB (Construction)	Old San Antonio Road	Chiang Lee, P.E. Email: chiang.Lee@traviscountytx.gov Phone: (512) 854-7585	1st Quarter of 2027	13	Add pavement on both sides of Old San Antonio Road from FM1626 to Puryear Road to facilitate bike facilities
IFB (Construction)	Patterson Road Sidewalk	Mohammad Farhoud Email: mohammad.farhoud@traviscountytx.gov Phone: (512) 854- 1777	1st Quarter of 2027	5	A sidewalk in a residential area, and the project limits are from RM-2244/Bee Caves Road to School Road/Emma Ave.
IFB (Construction)	Spicewood Springs Rd Low Water Crossing #1	Chiang Lee, P.E. Email: chiang.Lee@traviscountytx.gov Phone: (512) 854-7585	1st Quarter of 2027	15	Replace low water crossing with new bridge at the location of low water crossing #1. Currently acquiring right-of-way.

Questions or Feedback?



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Consider and take appropriate action on the Fiscal Year 2025 Travis County Sustainability Report. (Commissioners Shea and Howard)

Prepared By/Phone Number: Ryan Kenney, Environmental Specialist Sr., 512-854-7215

Elected/Appointed Official or Department Head: Cynthia McDonald

Commissioners Court Sponsor(s):

Commissioner Shea, Precinct Two

Commissioner Howard, Precinct 3

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Travis County has a long history of setting goals and taking action on environmental protection, stewardship, and sustainability. Notable Travis County Commissioners Court environmental actions include:

- In 1995, passing a resolution to establish the County as a governmental leader in environmental protection;
- In 2015, passing a resolution to implement recycling in all County departments and offices and to establish the Green Team;
- In 2020, adopting the County's first Climate Action Plan for internal operations. The purpose of the Plan was to provide a guide for County departments and decision makers to take swift and systemic action to reduce operational greenhouse gas (GHG) emissions and help mitigate the climate emergency; and
- Also in 2020, setting a goal for County operations to achieve net-zero GHG emissions by 2030.

In April 2026, the Commissioners Court approved an Update to the Climate Action Plan for Travis County Operations. The updated Climate Action Plan is a collection of strategies and goals aimed at lowering our carbon footprint as an organization, and is intended to guide departments on how to implement greener business practices in the following eight categories: Air Quality, Culture, Energy, Nature, Purchasing, Resiliency, Waste, and Water.

Since 2012, TNR staff have prepared an annual report that summarizes ongoing County-wide sustainability efforts and green business practices, including the Greenhouse Gas Inventory for County operations. The FY25 Sustainability Report includes the GHG inventory and reports on operational

practices for the eight categories from the updated Climate Action Plan: Air Quality, Culture, Energy, Nature, Purchasing, Resiliency, Waste, and Water.

Staff Recommendations:

The staff recommends approval of the FY25 Travis County Sustainability Report.

Issues and Opportunities:

Travis County, Texas, faces significant threats from climate change, including increased frequency and intensity of extreme weather events such as floods, droughts, wildfires, and severe storms. These events pose risks to public health, safety, infrastructure, and the economy. The environmental and sustainability commitments Commissioners Court has made over decades guide staff action in making County operations more efficient and effective in the face of the climate emergency. The annual sustainability report tracks our collective progress on these initiatives, including the goal of achieving net-zero greenhouse gas emissions by 2030.

In FY25, the County made progress on some key indicators in our greenhouse gas inventory. Natural gas usage decreased by 5% and electricity usage decreased by 7.2%. All eligible electricity accounts managed by Facilities Management were enrolled for the full year in Austin Energy's GreenChoice renewable energy program. This choice reduced our Market-Based greenhouse gas emissions for electricity by 46.2%. By enrolling eligible accounts managed by other County departments, emissions could be further reduced.

Some other greenhouse gas indicators went in the wrong direction in FY25. Fleet fuel use increased, as did emissions from employee commute. In both cases, an increase in the number of County employees and a pattern of increased onsite work were key factors.

The FY25 Sustainability Report catalogs a broad range of sustainability work happening across the County, including energy efficiency and solar upgrades on some facilities, meaningful ecological and habitat restoration initiatives on parks and preserve lands, brush removal and recycling from the July 2025 floods, an active Green Team, and continuing recycling efforts.

The more that climate and environmental initiatives are understood as County-wide priorities across all departments and teams, the faster we will progress toward our net-zero goal. Reducing climate pollution will save costs, reduce community risk, and improve public health.

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Cynthia C. McDonald, TNR County Executive, TNR, (512) 854-9418

Tanner Voelkel, TNR Assistant Director-Planning & Admin, TNR, (512) 854-7675

Emily Ackland, NREQ Division Director, TNR, (512) 854-4629

Yaira Robinson, EQ-Sustainability Assistant Director, TNR, (512) 854-4791

CC:

Gabriel Stock, Facilities Management Director, Technology & Operations, (512)-854-5240
Robert Armistead, Parks Director, TNR (512)-854-9831
Tommy Cude, Parks Division Assistant Director, TNR, (512)-854-4496
Robert Valenzuelz, Public Works Director, TNR, (512)-854-7672
Christy Costlow, Information Technology Division Director, Technology & Operations, (512)-854-4673
Taylor Masters, Support Services Manager, Technology & Operations, (512)-854-9103
Tim Freteluco, Building Maintenance Division Manager, TCSO, (512)-854-5216
Charles Schoenfeld, Assistant Director Fleet Services, TNR, (512)- 854-7672
Josh Dunlap, Auditor Technical Manager – ERP, County Auditor, (512)-854-6832
Jeremy Hull, Natural Resources Assistant Director, TNR, (512)-998-3514
Gabe Mahlum, Parks Division Assistant Director, TNR, (512)-854-4460

Attachments:

1. FY25 Sustainability Report Presentation - Final
2. FY25 Sustainability Report - Final

FY2025

TRAVIS COUNTY

Annual Sustainability Report

F



**CONSERVE
TRAVIS COUNTY**
For a sustainable future

**COMMISSIONERS COURT
VOTING SESSION:
08/04/2026**

INTERNAL VS EXTERNAL CLIMATE PLANNING

	→ INTERNAL	EXTERNAL
Lead Entity	Operational Sustainability Program	Environmental Resilience Program
Focus	Internal County Operations and Facilities	Communitywide Emissions
Examples	• Electric fleet vehicles • Reducing energy use in county buildings • Telework Policy • Using “purple pipe” reclaimed water • Recycling participation order	• Public transit, EVs, and active transportation • Energy efficiency in residential & commercial buildings • Decarbonizing the energy grid • Urban planning & building codes • Green job training
TODAY’S FOCUS	✓	

The background of the slide is a photograph of a field of bluebonnets and yellow wildflowers. The flowers are in various stages of bloom, with some showing bright blue petals and others showing yellow centers. The green leaves of the plants are visible between the flowers.

TODAY'S TOPICS

1. Greenhouse Gas Inventory
2. Air Quality
3. Culture
4. Energy
5. Nature
6. Purchasing
7. Resiliency
8. Waste
9. Water



Greenhouse Gas (GHG) Inventory

An annual record of the greenhouse gases generated by a specific source, encompassing both emissions released and quantifiable offsetting activities.

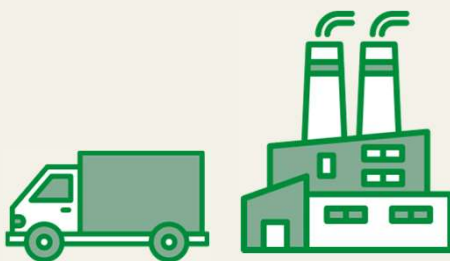
Travis County's Internal Operations GHG Inventory is reported in the Annual Sustainability Report.

GREENHOUSE GAS INVENTORY

Scope 1

Direct

Emissions from
onsite sources

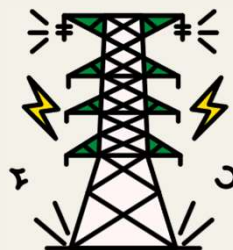


**E.g. Fleet Vehicles &
Natural Gas**

Scope 2

Indirect

Emissions from
purchased
energy / utilities



**E.g. Purchased
Electricity**

Scope 3

Indirect

Emissions from
supply chain / services



**E.g. Contracted Solid Waste,
Employee Commuting**

Scope 1 - Direct Emissions

Natural Gas

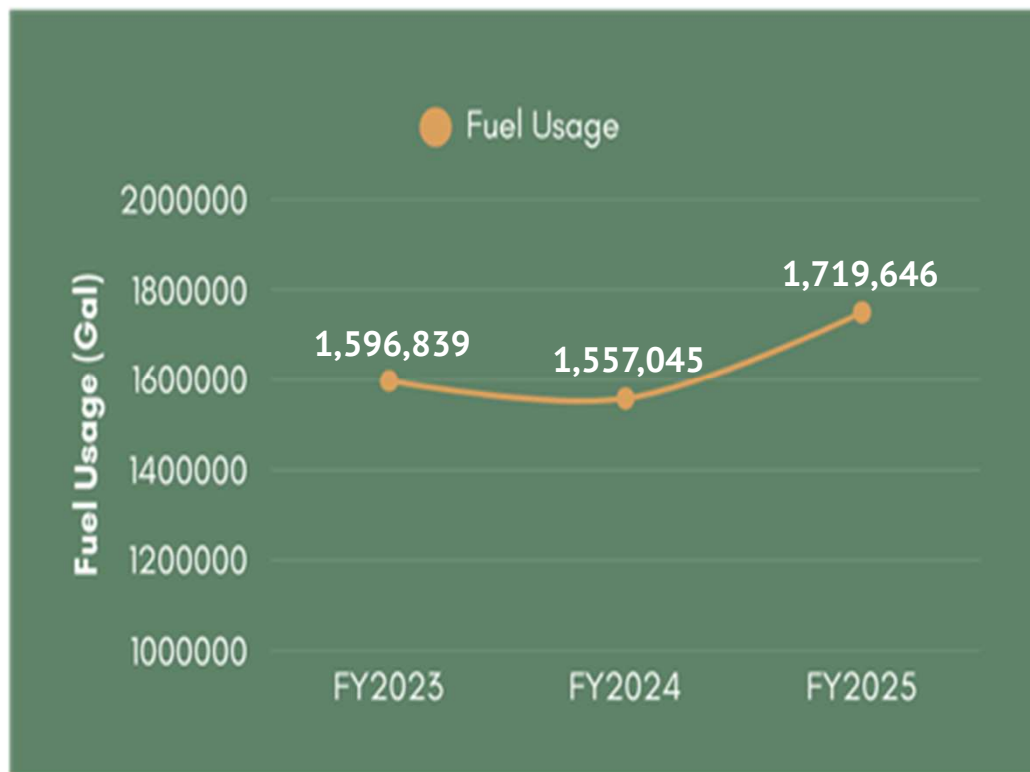
In FY25, Natural Gas usage and GHG emissions dropped 5%.

Natural gas is used to heat County buildings and power water heaters.



Scope 1 - Direct Emissions

Vehicle Fleet



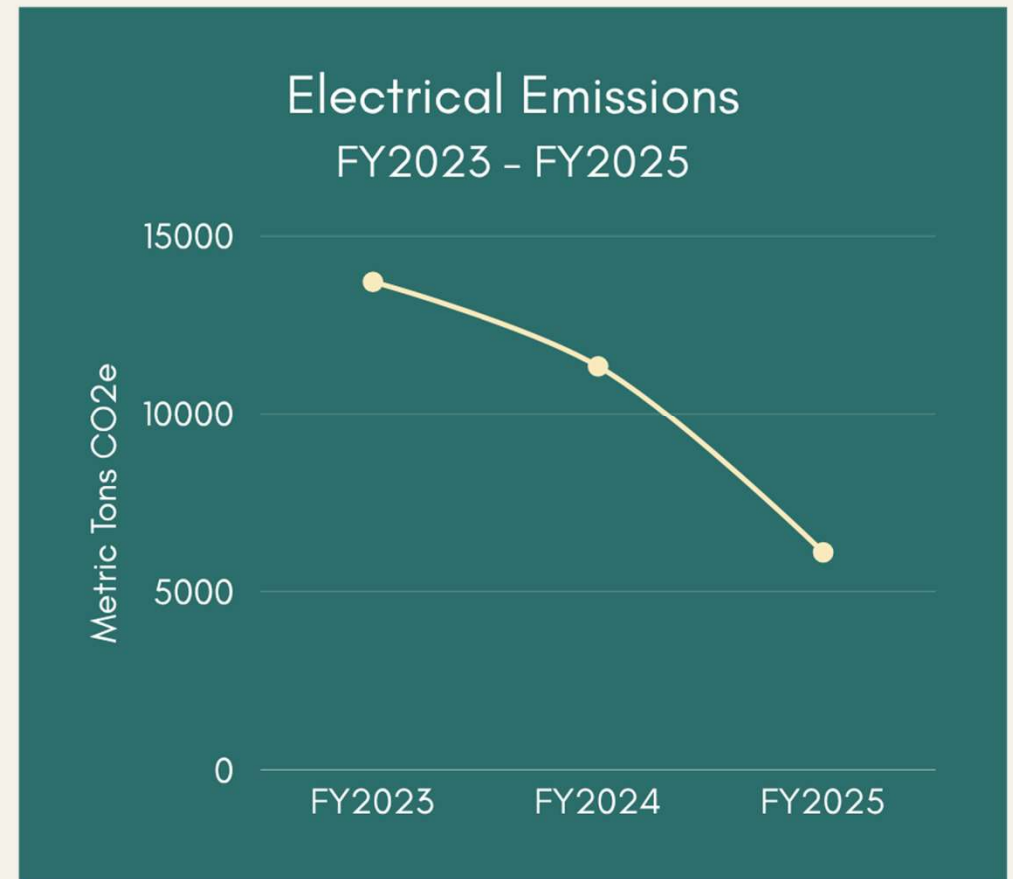
In FY25, Fleet Fuel use and GHG emissions increased.

- Fuel use **↑ 10.4%**
- Fuel GHG emissions **↑ 9.4%**

Scope 2 - Indirect Emissions

Purchased Electricity

- **Electrical emissions down**
46.2%
- **Electrical usage down**
7.2%
- **Renewables made up**
58.3% of the County's
energy usage.



Scope 3 - Other Indirect Emissions

Solid Waste

Solid Waste Emissions

3,420 MT CO₂e

▲ 15.8%

Based on estimated quantities - might be a theoretical increase rather than material.



Scope 3 - Other Indirect Emissions

Employee Commutes

County workforce increased by 4.8%.

Teleworking hours remained steady year over year.

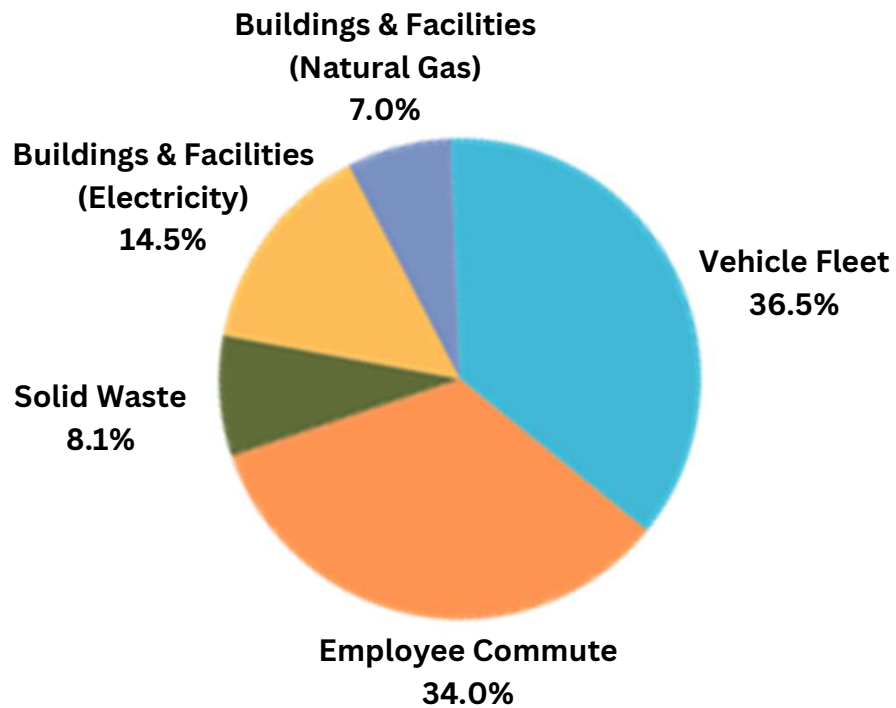
Employee commute emissions increased 6.7%.



Market-Based GHG Inventory Total

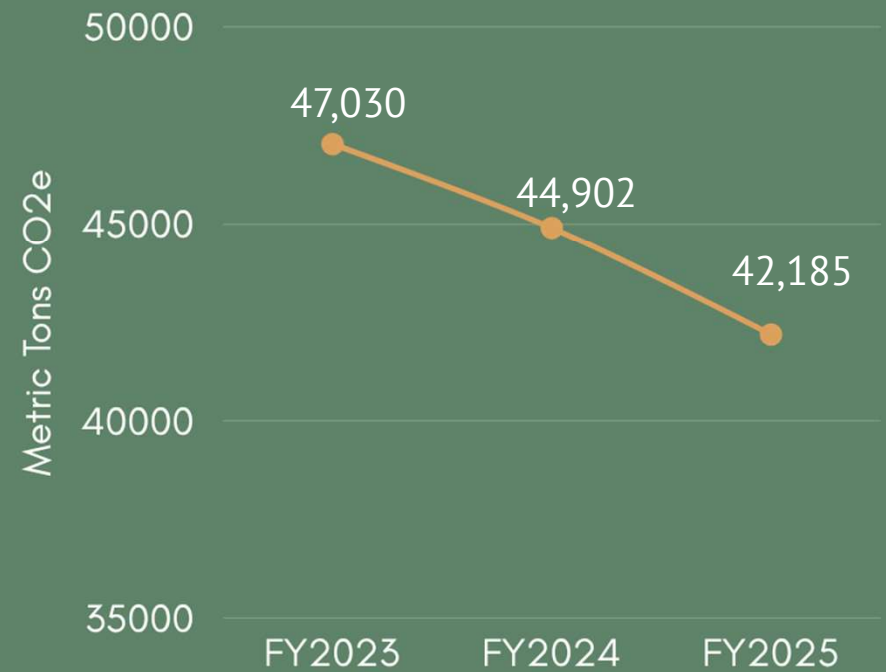
▼ **6.1%**

MT CO₂e



GHG Inventory FY2023 - FY2025

● Market-Based Method



Air Quality

Teleworking Program

2,995

Employees
teleworked at
least one day

2.15 M+

Teleworking
hours logged

~413,000

Gallons of fuel
saved

\$120,000-

\$150,000

Estimated Health
Benefits

~3,677 MT CO₂e emissions avoided through teleworking programs

equivalent to 7,671 trips to Los Angeles in a typical passenger vehicle.

Air Quality EV Transition

Infrastructure

- 10 EV Station wall chargers
- 31 Fleet-Only Chargers

Makeup

- 61 Fully Electric-Vehicles in Fleet
- 179 Hybrids in Fleet
- 49.1% of the light-duty fleet is comprised of Ethanol, Hybrid, or EV fuel vehicles.



Image: Austin Business Journal

Air Quality

Updated Refrigerant Tracking Requirements (Effective Jan 1, 2026)

AIM Act: New 15 pound threshold

Parasense Tracking Software



Culture & Engagement

GreenTeam

- 117 Active Green Team Members
- 32 Departments Represented
- 31 average monthly attendance

Education & Outreach

- Webinars and Seminars
- Tabling Events



2025 Juneteenth Event



**Civil Family Courts Facility
Green Building Tour**



Balcones Canyonlands Preserve Tour

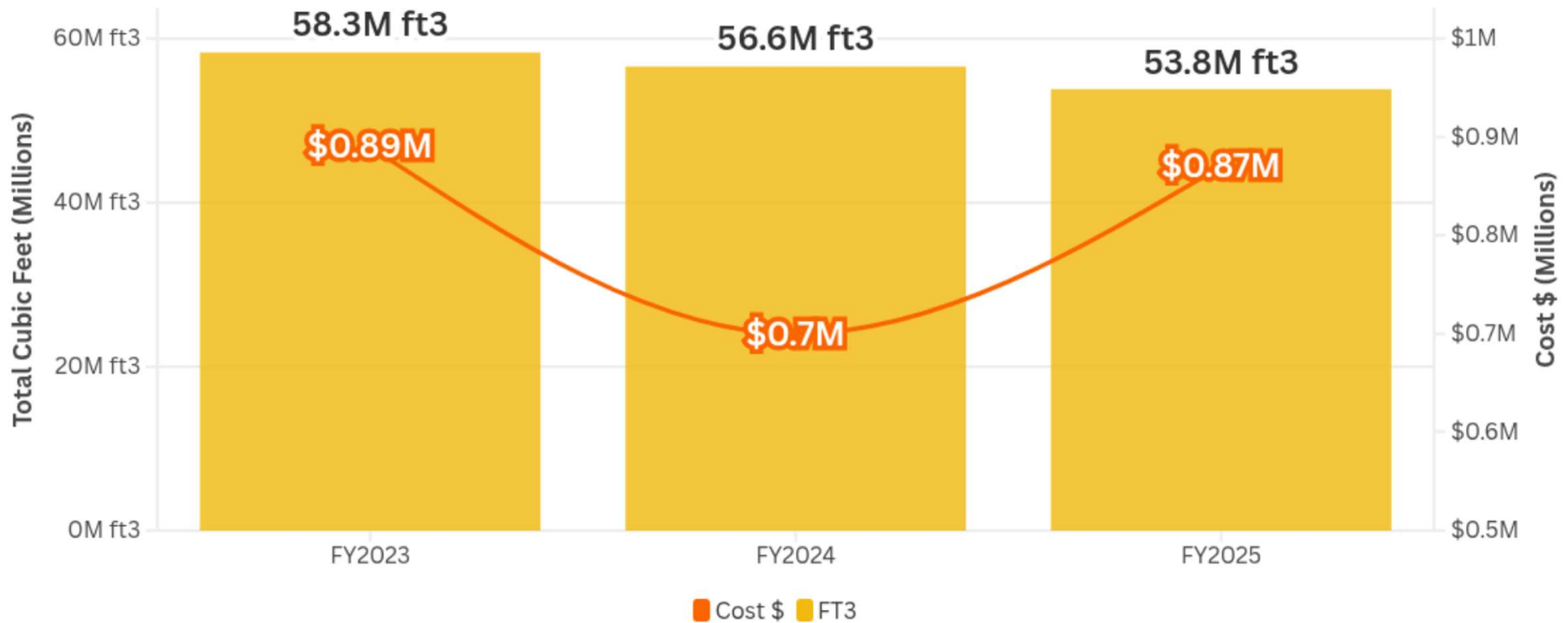


TDS Landfill & Recycling Tour

Energy

Natural Gas

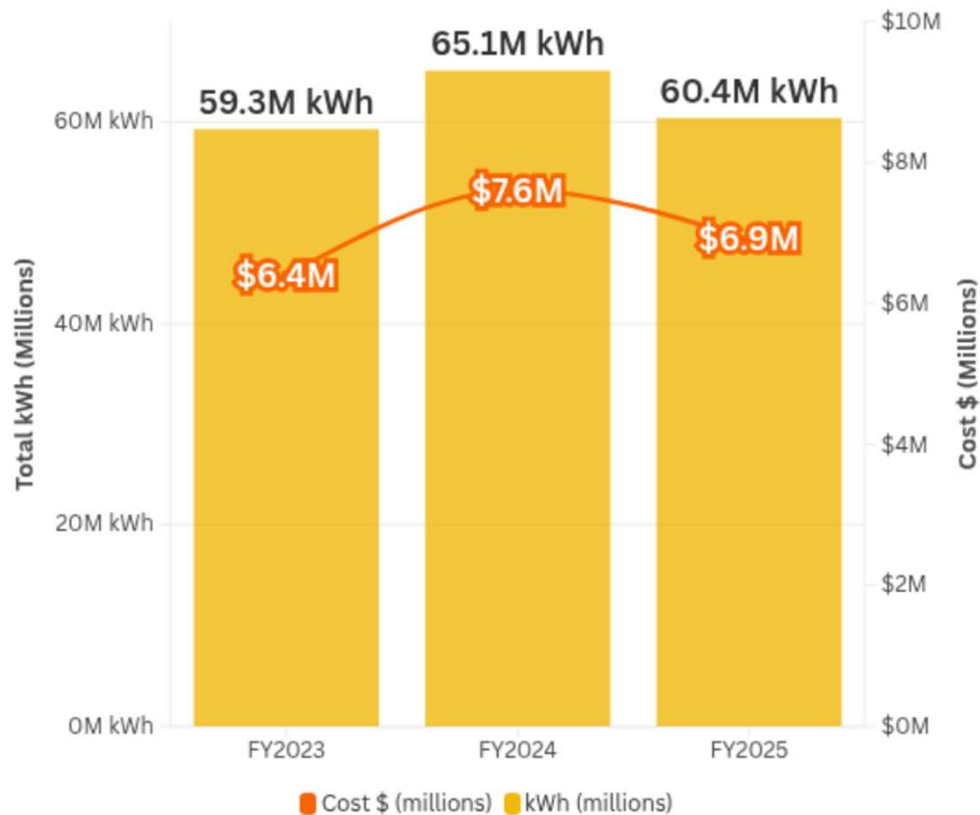
Natural Gas Usage & Cost



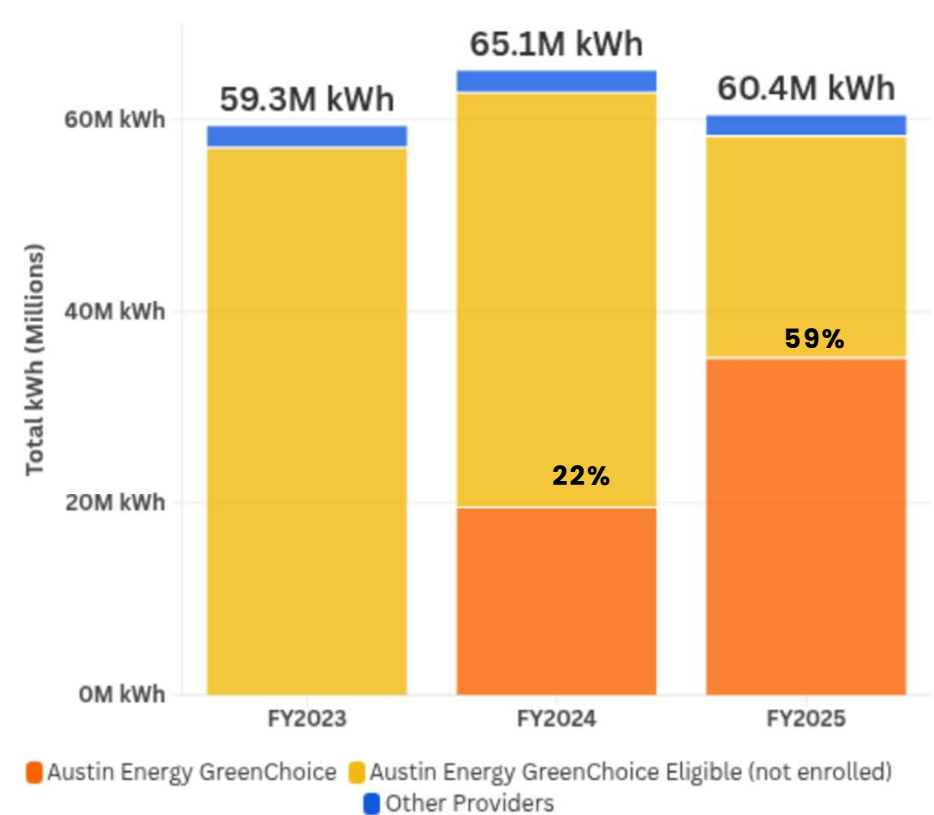
Energy

Electricity

Electrical Usage & Cost



Electrical Usage by Energy Classification



Energy

Demand Response Programs

\$75,570

Total demand response earned incentives (TCSO + FMD, FY2025)

▲ 116.4% increase in earned incentives

7%

FMD avg. load reduction (FY2025)

3%

TCSO avg. load reduction (FY2025)

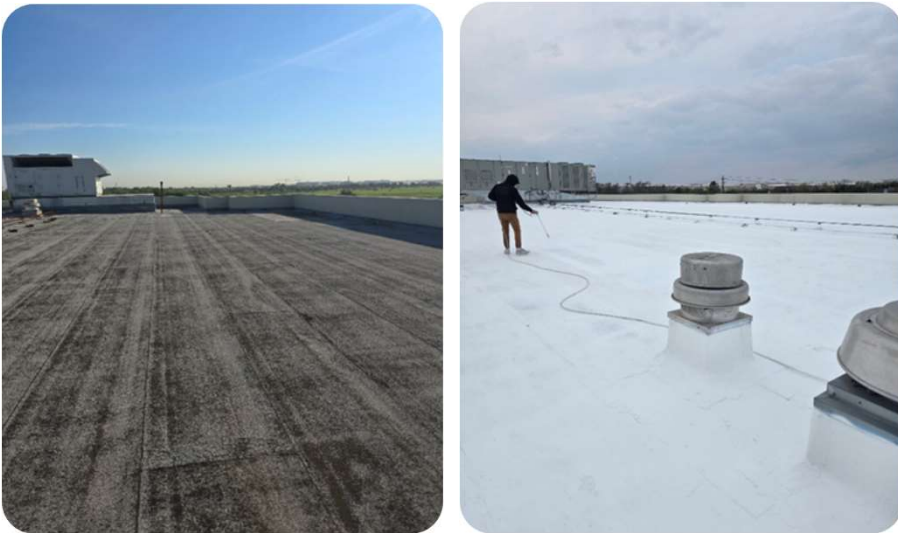
How it works

A voluntary Austin Energy program in which Travis County temporarily decreases its electricity load during peak periods, earning revenue through incentives that correspond to the load reduced.

Energy

Building & Facilities Energy Improvements

Facilities Management Department (FMD) Roofing Upgrades



Reflective roof coating is applied to the Pct. 4 Ray Martinez Building (before and after).

Travis County Sheriffs Office (TCSO) Evidence Warehouse Solar Arrays



Rooftop Solar Array at the new Evidence Warehouse at the Travis County Correctional Complex.

Nature

Travis County Parks & Natural Resources

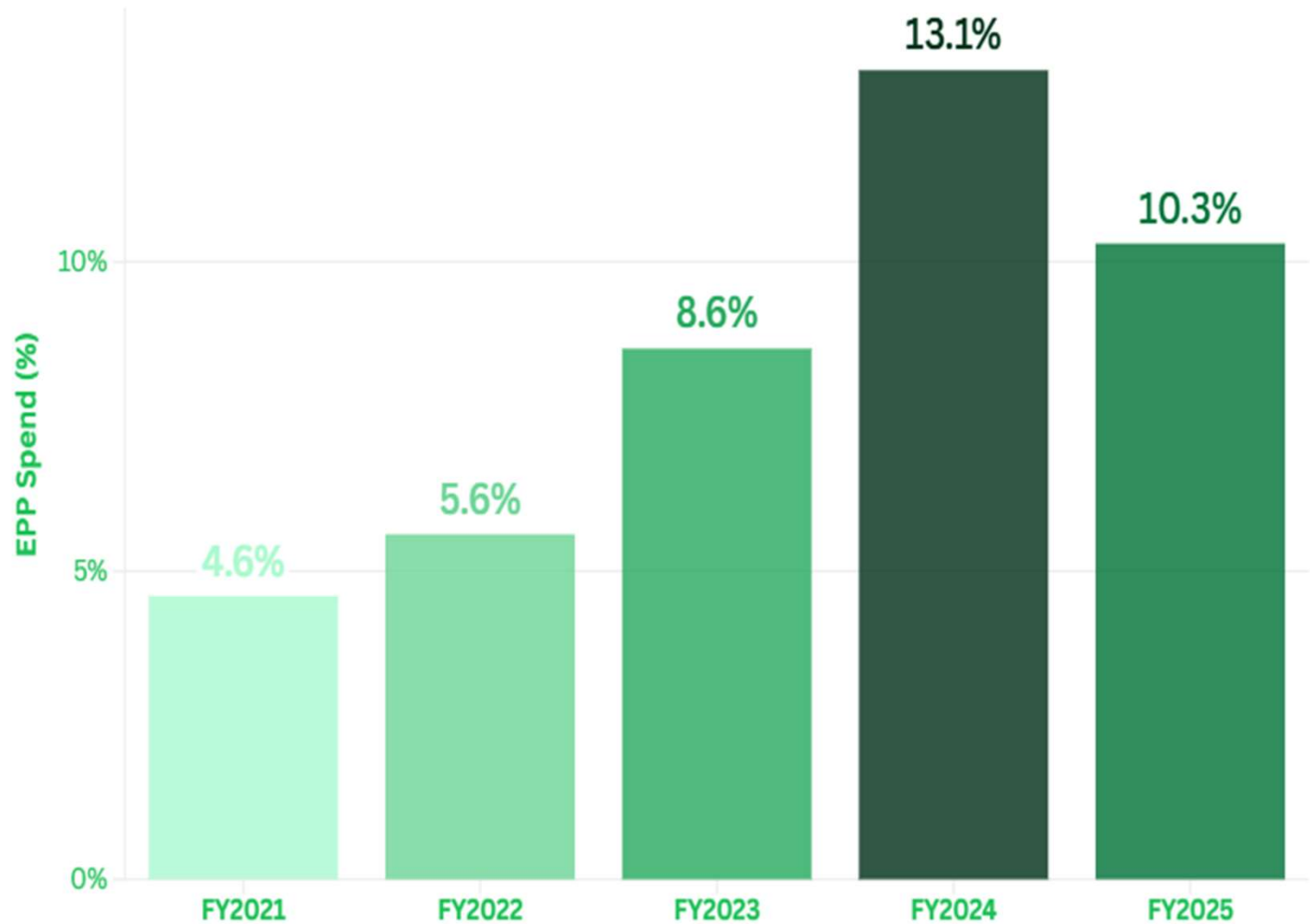


Purchasing

Environmentally Preferable Purchasing

- 888 employees completed dedicated EPP training.
- 10.3% Green Spend - Office Supplies (Goal of 50%)

Office Supply Product Category - All Vendors



Resiliency

TRAVIS COUNTY CLIMATE VULNERABILITY ASSESSMENT

The Environmental Resilience team finalized Travis County's first Climate Vulnerability Assessment in partnership with Texas State, identifying risks across County facilities, infrastructure, and operations.

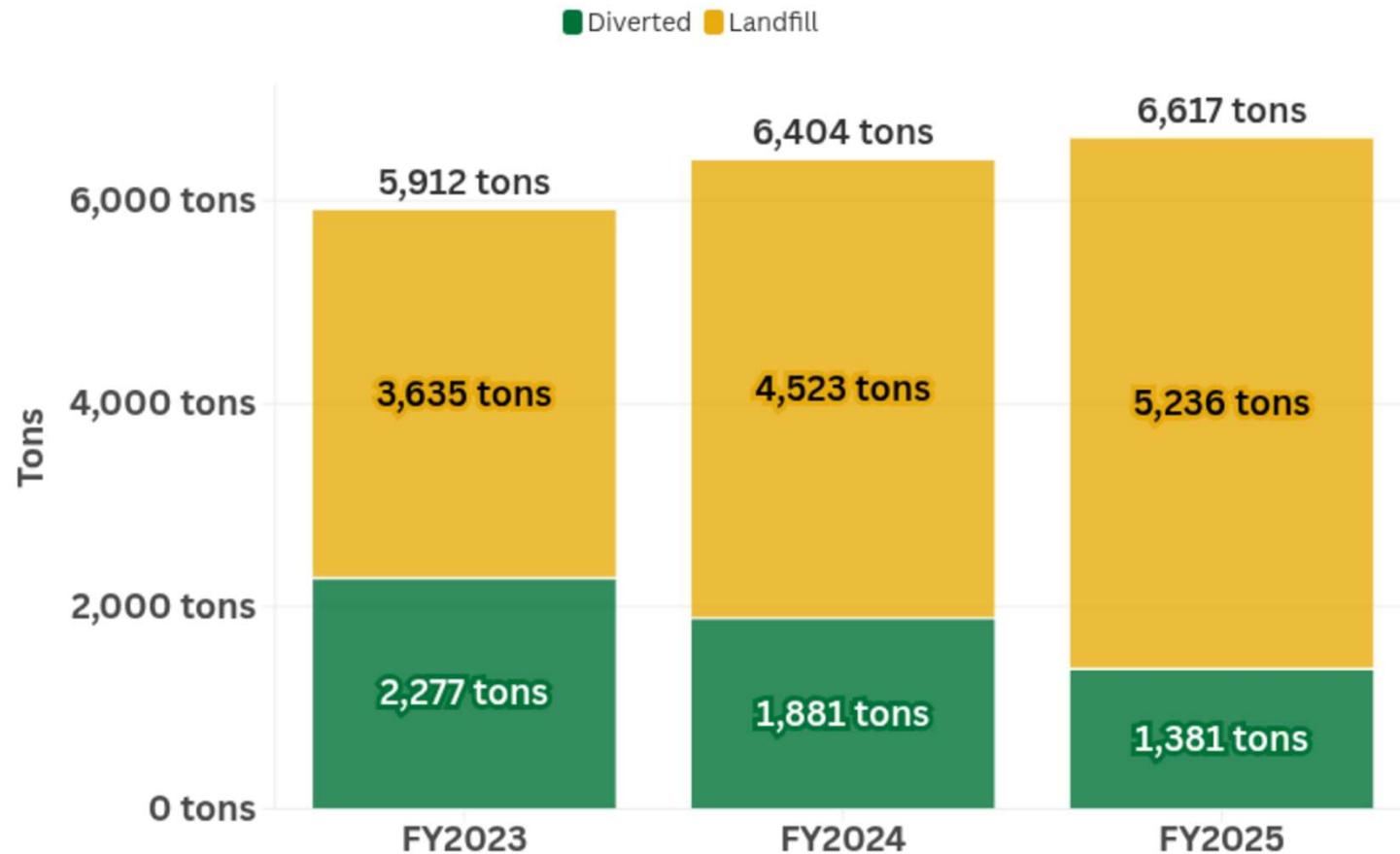


WASTE

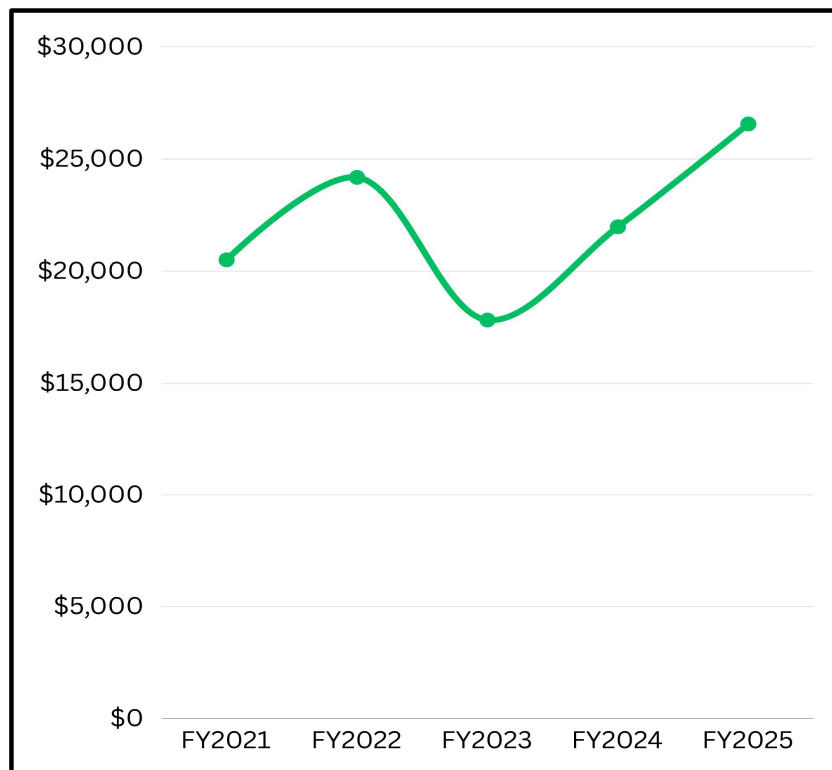
Diversion performance fell, largely due to drops in single-stream recycling, paper recycling, and C&D recovery.

Note: this waste stream is not directly weighed, so the tonnage is an estimate.

Total Operational Waste by Disposition (tons)



Waste Recycling Revenue



RECYCLING AND WASTE DROP-OFF TOOL

- Online tool that helps residents find where to drop off recyclables and hard-to-dispose materials across Travis County.
- Updated tool was launched in Summer 2025 with the help of an intern through the Mickey Leland Environmental Internship Program.

Recycling and Waste Drop-Off Tool | Travis County

Find address or place

1221 ft

71 360 290

Central Park Round Rock Leander

Waldwood

Filter Information

Fee Type

Free Compensation Charge

Materials

Appliances ☐

Small Appliances ☐

Batteries ☐

Find Locations Near You

4 Miles

Use the search bar to find drop-off locations within this radius.

The updated tool is available at:

<https://www.traviscountytexas.gov/tnr/environmental-quality/conserve/waste-drop-off-tool>

Waste July 2025 Flood Response



~15,552

tons

**Total debris
removed**

121,891

cubic yards

**Brush
Recycled**

~8,837

MT CO₂e

**Emissions
prevented by
brush recycling**

Climate benefit equivalent to:

1,842

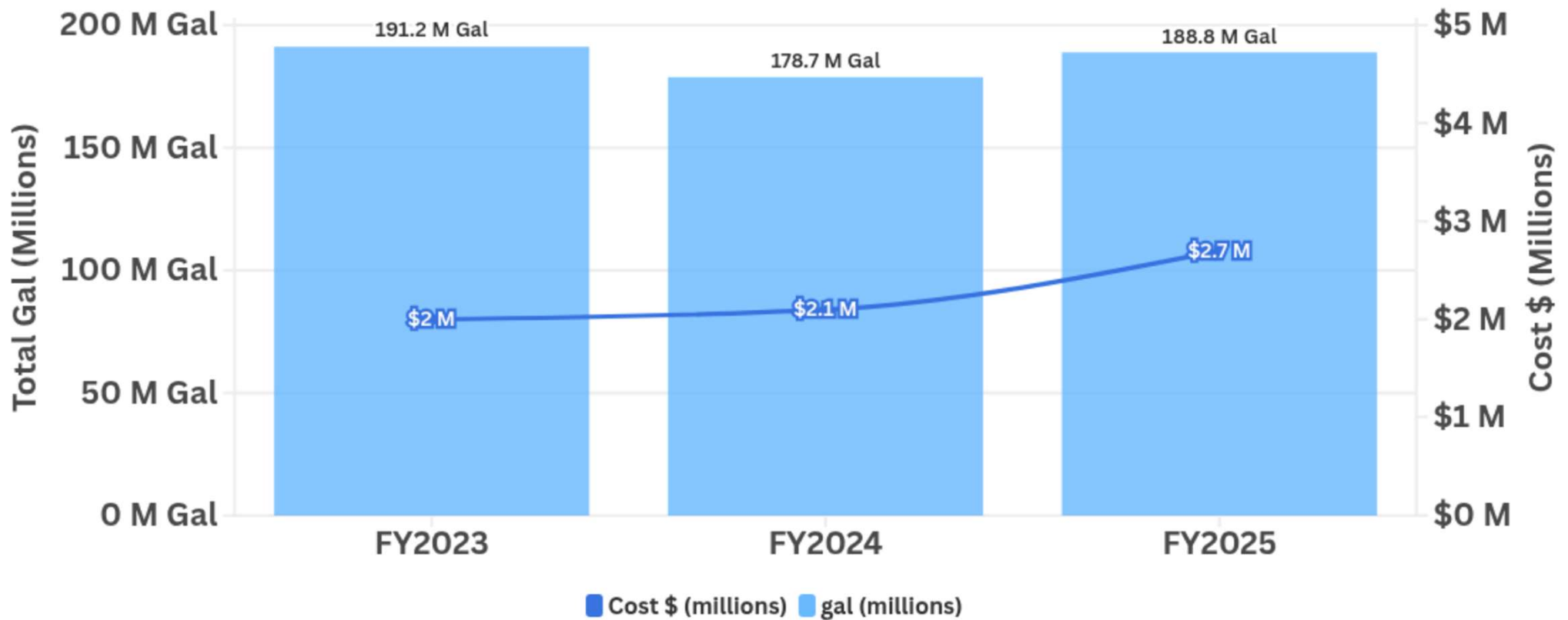
homes powered
for one year

22.5 M

miles of gas-powered
driving eliminated

Water

Water Usage & Cost



Reclaimed Water

Reclaimed Water Usage

▼49.7% 11.3 Million Gallons

Cost Savings

▼39.7% \$165,768

Reclaimed water is used at TCSO & FMD buildings. In FY25, the FMD-managed facilities were offline for most of the year.



Travis County Evidence Warehouse (3614 Bill Price Rd)

THANK YOU!

We acknowledge the leadership of our Judge and County Commissioners and their dedication to building a safer, cleaner, and healthier Travis County.

We further thank the County departments, divisions, and work groups whose participation was essential in shaping the FY25 Sustainability Report.

Finally, we express our gratitude to our external partners for sharing resources, expertise, and guidance as we work toward achieving net-zero climate pollution.



CONSERVE
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For a sustainable future

FY2025

TRAVIS COUNTY

Annual Sustainability Report



**CONSERVE
TRAVIS COUNTY**
For a sustainable future

2025

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Operational Sustainability — FY2025 Annual Sustainability Report

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59 **Appendix: Glossary of Terms**



MESSAGE FROM THE DIRECTOR

Sustainability involves the ongoing actions and commitments that enable an organization to maintain and enhance the services, programs, and initiatives that support quality of life. It requires developing effective processes, continuously improving them, and adapting to changing conditions over time. At its core, sustainability is about making decisions and taking actions that balance environmental stewardship, social responsibility, and economic vitality, ensuring that both current and future generations can thrive.

Environmental conditions are changing, and communities across the globe are experiencing the impacts. In July 2025, Travis County and the Texas Hill Country witnessed firsthand the devastating effects of extreme flooding. Climate experts indicate that events such as these are expected to become more frequent and severe as climate patterns continue to shift. As a result, efforts to reduce greenhouse gas emissions, minimize environmental impacts, and strengthen community resilience are more important than ever. Preparing for future challenges requires both awareness and action, ensuring that our community is equipped to adapt, respond, and recover in the face of changing conditions.

This report provides an overview of sustainability efforts and outcomes across county operations, including energy and water management, waste diversion and recycling, transportation, and related programs and policies. In addition, the report includes the County's greenhouse gas inventory, which shows a downward trend in operational emissions and demonstrates the impact of ongoing sustainability initiatives.

The progress highlighted in this report reflects the importance of collaboration and coordination across departments. We are grateful for the continued support and partnership of our colleagues in Transportation and Natural Resources, the Facilities Management Department, Purchasing Office, Planning and Budget Office, the offices of the Travis County Commissioner's Court, and many others. We value these relationships and look forward to building on them in the years ahead.

We also extend our gratitude to all who contributed data, success stories, and other information included in this report, as well as to the interdepartmental Green Team for its continued leadership. Sustainability is a countywide effort, and the accomplishments highlighted here would not be possible without the dedication of employees across the organization who work each day to advance meaningful and lasting change.

With appreciation,

Emily Ackland

Emily Ackland
Director, Natural Resources & Environmental Quality

A scenic view of a lake, likely Lake Travis, with a large, leafy tree in the foreground on the right. The lake is calm, and the far shore is visible with some buildings and trees. A dark green banner with white text is overlaid across the middle of the image.

CLIMATE CHANGE IN TRAVIS COUNTY

TRAVIS COUNTY CLIMATE ACTION PLAN FOR INTERNAL OPERATIONS

BACKGROUND

In 2019, leadership teams from departments across the organization participated in visioning workshops to explore how the County could change its operations to reduce potential damage to the environment. Their ideas become the comprehensive list of goals, policies, and activities that form the backbone of Travis County's first internal Climate Action Plan, approved by Commissioners Court in 2020. The plan signified Travis County's commitment to being part of the solution to the climate crisis.

TRAVIS COUNTY'S NET ZERO GOAL:

As part of this effort to respond to climate impacts in our local area, the Commissioners Court also passed a resolution which set a goal to achieve net-zero emissions as an organization by the year 2030. Net-zero emissions are the state in which the amount of greenhouse gas emitted is equal to the amount removed. The Climate Action Plan was the roadmap to help move closer towards this goal.



TRAVIS COUNTY'S UPDATED CLIMATE ACTION PLAN

TRAVIS COUNTY'S UPDATED CLIMATE ACTION PLAN:

Shortly after the Plan and resolution were approved, the onset of the Covid-19 pandemic brought a rapid change to business operations. Most notably, all non-essential staff suddenly transitioned to remote work, and the County adopted electronic process solutions for everything from document management to virtual meetings.

As the acute phase of the pandemic closed, a new hybrid way of doing business emerged. Changing practices and priorities led County leaders to look for ways to balance employee mental health, customer needs, and environmental issues. It is in this context that staff opened conversations about updating the internal Climate Action Plan.

In 2024, County departments began meeting to revisit the goals and activities that were first developed in the original Climate Action Plan. Meetings concluded in 2025, and the updated Plan was finalized and approved in 2026.

KEY FOCUS AREAS:

The Sustainability Report is a compilation of data and information that outlines our progress on Climate Action Plan initiatives and the goal of achieving net-zero emissions. The report is organized into the eight Key Focus Areas from the updated Climate Action Plan. Implementing practices within these different areas can lower our greenhouse gas emissions. Many of these practices can be quantified and are measured in the Greenhouse Gas Inventory, as seen throughout this report.



READ THE UPDATED CLIMATE ACTION PLAN HERE:
[CLIMATE ACTION PLAN FOR COUNTY OPERATIONS \(2026\)](#)

GREENHOUSE GAS INVENTORY

METHODOLOGY

Travis County conducts its annual Greenhouse Gas (GHG) Inventory using the ClearPath tool developed by the International Council for Local Environmental Initiatives (ICLEI) and follows the Local Government Operations Protocol (LGOP).

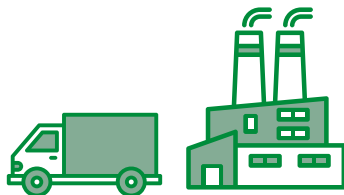
The LGOP serves as a standardized framework to help local governments accurately measure and report their GHG emissions across buildings, fleet vehicles, waste management, and employee commuting.



GREENHOUSE GAS INVENTORY

Scope 1 Direct

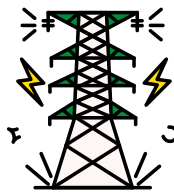
Emissions from
onsite sources



E.g. Fleet Vehicles &
Natural Gas

Scope 2 Indirect

Emissions from
purchased
energy / utilities



E.g. Purchased
Electricity

Scope 3 Indirect

Emissions from
supply chain / services



E.g. Contracted Solid Waste,
Employee Commuting



SCOPE 2 (ELECTRICAL) EMISSIONS EXPLAINED

Travis County has traditionally relied on the location-based method for electrical emissions. However, following new guidance issued in May 2024 by ICLEI USA, local governments must now report both location-based and market-based electrical emissions to reflect the increasing use of Renewable Energy Credits (RECs) and utility green power programs.

Scope 2 (Indirect Emissions)

Emissions from the use of purchased electricity at County facilities and buildings. These are calculated in two different ways.

Location-Based Method

Calculates emissions based on the energy mix of the local power grid, which for Travis County is the statewide Texas grid (ERCOT).



Market-Based Method

Calculates emissions based on the County's energy purchase choices (for example, the energy mix of its utility providers, including renewable energy purchases).



GHG INVENTORY SUMMARY

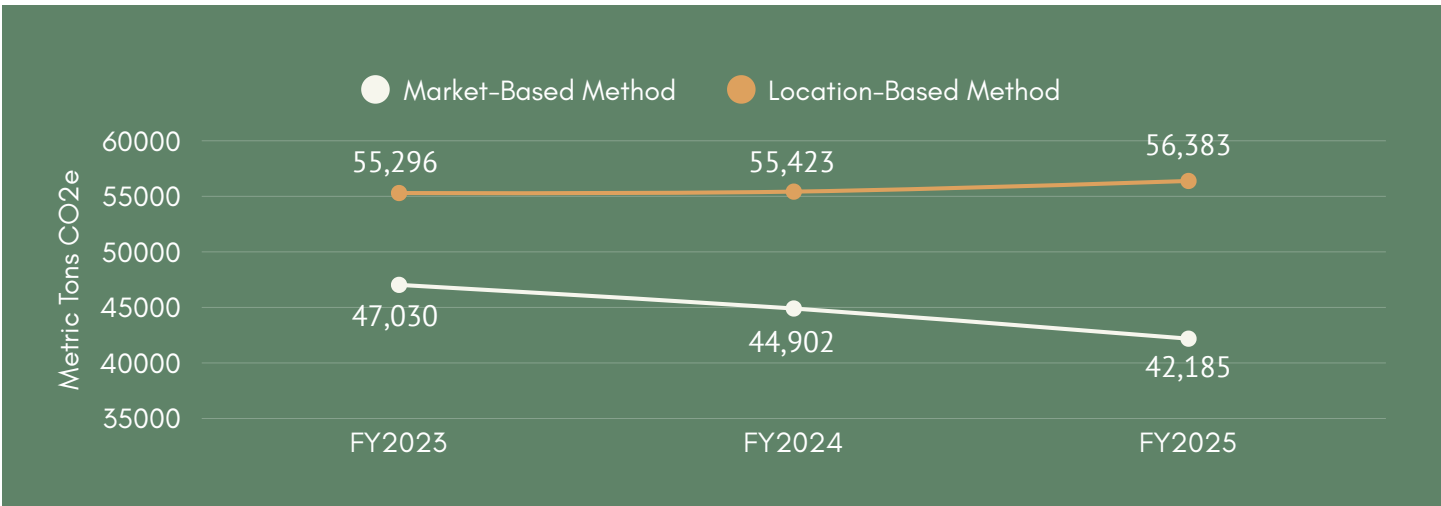
Under the market-based method of calculating greenhouse gas emissions, which reflects Travis County's renewable energy purchases, **total greenhouse gas emissions fell by roughly 6.1%** in FY2025, continuing the County's multi-year downward trend. This reduction was driven primarily by the County's participation in Austin Energy's GreenChoice program. FY2025 was the first full fiscal year in which the County participated, significantly increasing the share of County electricity sourced from renewable energy. These renewable purchases were accompanied by reductions in electricity use and lower natural gas consumption, further strengthening the County's overall emissions decline.

In contrast, the location-based method, which calculates electrical emissions using the Texas grid mix, showed a modest 1.7% increase in emissions. The savings from reduced electricity and natural gas use were offset by increases in employee commute emissions, solid-waste-related emissions, and higher fleet fuel consumption. More frequent dumpster service and larger containers increased estimated landfill volumes, which caused solid-waste emissions to rise.

Every change in emissions, whether a reduction or an increase, shapes the County's environmental footprint and the health of our community. When we use less electricity, consume less natural gas, or purchase cleaner energy, we cut pollution, lower operating costs, and support the transition to renewable power. At the same time, increases in areas like commuting, fuel use, and solid-waste-related emissions remind us where additional progress is needed. Together, these shifts show both the impact of our successes and the importance of continued action.

Metric Tons (MT) CO₂e (carbon dioxide equivalent): the unit that expresses the impact of various greenhouse gases in terms of the amount of CO₂ needed to produce the same global warming effect.

Emissions (MT CO ₂ e)	FY2023	FY2024	FY2025	Δ FY24→FY25
Total — Location-Based Method	55,296	55,423	56,383	+1.7%
Total — Market-Based Method	47,030	44,902	42,185	-6.1%



SCOPE 1: DIRECT EMISSIONS

2,957
BUILDING & FACILITIES
NATURAL GAS
MT CO2E
(FY2025)

15,378
VEHICLE FLEET
MT CO2E
(FY2025)

18,335
TOTAL SCOPE 1
MT CO2E
(FY2025)

+6.8%
SCOPE 1 EMISSIONS
CHANGE FROM FY2024
YEAR-OVER-YEAR

BUILDINGS & FACILITIES (NATURAL GAS)

Scope 1 emissions from buildings and facilities come from the combustion of natural gas used in building operations. In FY2025, natural gas consumption declined, resulting in a corresponding drop in associated emissions.

Metric	FY2023	F2024	FY2025	Δ FY24→FY25
Natural Gas Emissions (MT CO ₂ e)	3,206	3,113	2,957	-5.0%
Usage (million ft ³)	58.3	56.6	53.8	-5.0%



VEHICLE & AIRCRAFT FLEET

Scope 1 emissions from the vehicle fleet are determined by the volume and type of fuel consumed. In FY2025, total fuel usage increased by about 10.4%, resulting in a 9.4% rise in emissions. Although Travis County continues to expand its fleet electrification efforts, the overall fuel use grew this year due to operational demands.

Metric	FY2023*	F2024*	FY2025	Δ FY24→FY25
Fleet Emissions (MT CO ₂ e)	14,504	14,055	15,378	+9.4%
Total Gallons (gal)	1,596,839	1,557,045	1,719,646	+10.4%

*FY2023 and FY2024 figures have been updated based on revised fleet fuel consumption data.

SCOPE 2: INDIRECT EMISSIONS – ELECTRICITY



MARKET-BASED METHOD

Market-based electrical emissions are calculated based on the County’s energy purchase choices (for example, the energy mix of its utility providers, including renewable energy purchases).

6,100

MARKET-BASED
MT CO₂e
(FY2025)

-46.2%

MARKET-BASED EMISSIONS
CHANGE FROM FY2024
YEAR-OVER-YEAR

35.2 M

GREENCHOICE KWH
(FY2025)

+81.1%

GREENCHOICE KWH
CHANGE FROM FY2024
YEAR-OVER-YEAR

Through Austin Energy’s GreenChoice program, the County supports wind energy generated at South Texas wind farms and receives verified Renewable Energy Credits (RECs) that match its electricity use. FY2025 is the first full fiscal year in which the Facilities Management Department (FMD)–managed accounts participated for the entire reporting period.

Metric	FY2023 *	F2024*	FY2025	Δ FY24→FY25
Electrical Emissions (MT CO ₂ e) Market-Based Method	13,718	11,347	6,100	-46.2%
GreenChoice Electrical Usage (kWh)	—	19,443,503	35,213,303	+81.1%
GreenChoice share of total kWh	—	29.9%	58.3%	+28.4 pp
MT CO ₂ e Offset by GreenChoice	—	~4,727	~8,242	+74.4%

*Market-based emissions for FY2023 and FY2024 were updated based on revised electrical data.

In FY2025, about 58% of the County’s electricity came from GreenChoice, leading to a significant drop in market-based emissions. Because electricity covered by RECs is counted as zero-emissions under the market-based method, the County’s reported emissions were far lower than what would have been attributed using standard grid electricity.

SCOPE 2: INDIRECT EMISSIONS – ELECTRICITY

MARKET-BASED METHOD CONTINUED

Metric	FY2023 *	F2024*	FY2025	Δ FY24→FY25
Electrical Emissions (MT CO ₂ e) Market-Based Method	13,718	11,347	6,100	-46.2%
Austin Energy - Non GreenChoice Electrical Usage (kWh)	57,075,373	43,295,722	23,062,113	-46.7%
Austin Energy Customer Carbon Factor (CO ₂ lbs./MWh)	496	536	516	-3.7%
Other Utility Providers Electrical Usage (kWh)	2,231,358	2,337,743	2,103,426	-10.0%
Green-e Residual Mix Emission Rates ERCOT (CO ₂ lbs./MWh)	813.5	774.3	736.6	-4.9%

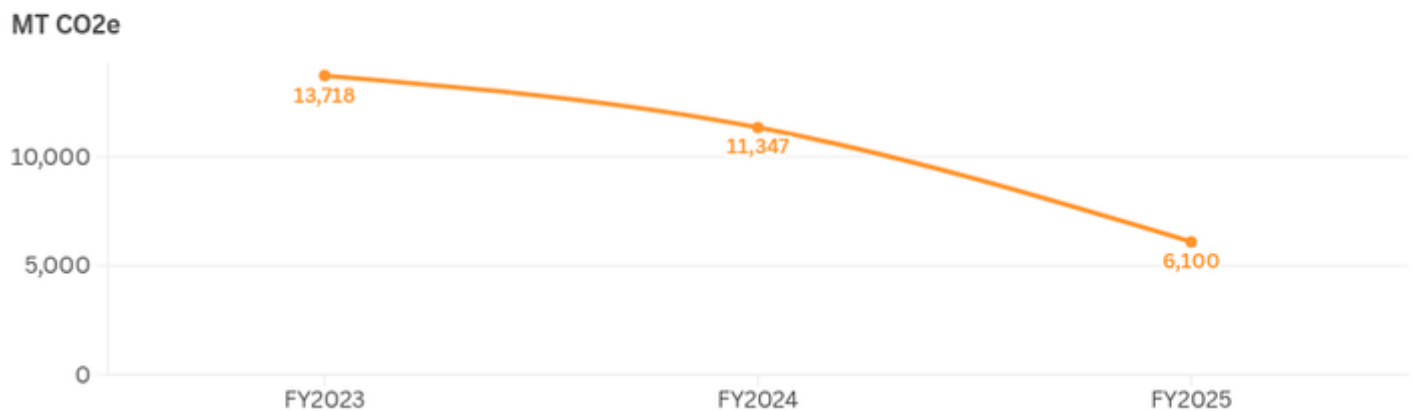
*Market-based emissions for FY2023 and FY2024 were updated based on revised electrical data.

The remaining Austin Energy accounts, which are managed by non-FMD departments and are not yet enrolled in GreenChoice, also experienced emission reductions in FY2025. This was driven by lower electricity consumption and by Austin Energy's energy mix (customer carbon factor) shifting toward a higher share of renewables compared to FY2024.

Enrolling these accounts in GreenChoice would further reduce market-based Scope 2 emissions by **~88%**, bringing the total down to **roughly 702 MT CO₂e**. Emissions from non-Austin Energy accounts declined as well, as the broader ERCOT grid incorporated more renewable energy.

Electrical Emissions

Market-Based Method



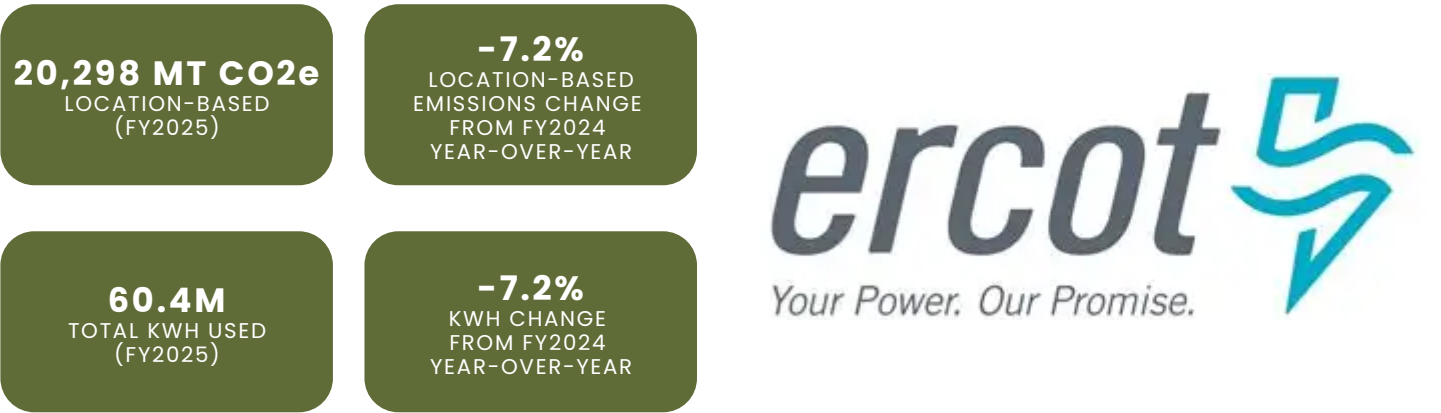
Market-based electrical emissions **fell to 6,100 MT CO₂e** in FY2025, **down 46.2%** year over year. **GreenChoice participation avoided approximately 8,241 MT CO₂e**, representing the difference between standard grid emissions and the County's renewable-backed electricity use.

SCOPE 2: INDIRECT EMISSIONS – ELECTRICITY

LOCATION-BASED METHOD

In alignment with ICLEI guidance for organizations that purchase renewable energy, Travis County reports electrical emissions using both location-based and market-based methods. Location-based emissions reflect the average carbon intensity of the electric grid where energy is consumed. In this case, that’s the Texas grid, overseen by the Electric Reliability Council of Texas (ERCOT).

Location-based reporting is important because it shows the organization’s actual grid-based emissions, making it a more accurate reflection of real environmental impact and the results of energy-reduction efforts.



ercot

Your Power. Our Promise.



Total **electricity use fell by 7.2% in FY2025**, leading to an equivalent reduction in location-based electrical emissions. Seasonal differences, year-to-year operational changes, and improvements in energy efficiency likely contributed to the overall decline.

Metric	FY2023 *	F2024*	FY2025	Δ FY24→FY25
Electrical Emissions (MT CO ₂ e) Location-Based Method	21,984	21,868	20,298	-7.2%
Total Electrical Usage (kWh)	59,306,730	65,076,968	60,378,842	-7.2%
ERCOT Carbon Intensity (CO ₂ lbs./MWh)	771.1	738.0	738.0**	—

*Location-based emissions for FY2023 and FY2024 were updated based on revised electrical data.

**EPA has not yet released the eGRID2024 data, which informs FY2025 calculations.

SCOPE 3: EMPLOYEE COMMUTE EMISSIONS

Scope 3 covers indirect emissions from activities outside the County's direct control. Travis County currently reports two categories: employee commuting and solid waste disposal.

14,330
EMPLOYEE COMMUTE
MT CO₂E
(FY2025)

+8.3%
CHANGE FROM FY2024
YEAR-OVER-YEAR

2,163,053
HOURS TELEWORKED
(FY2025)

3,677
ESTIMATED EMISSIONS
SAVED BY TELEWORKING
(FY2025)

EMPLOYEE COMMUTE EMISSIONS

Employee commute emissions **increased by approximately 6.7%** between FY2024 and FY2025, driven by workforce growth and a decline in employee transit trips, resulting in a greater volume of commute activity while telework levels remained stable. Notably, average commute distances fell slightly, potentially reflecting lower Austin rental costs that allowed more employees to live closer to work. Teleworking continued to provide meaningful emissions savings, without it, commute emissions would have been approximately 29% higher.

Metric	FY2023	F2024	FY2025	Δ FY24→FY25
Commute Emissions (MT CO ₂ e)	13,228	13,433	14,330	+6.7%
Average Employee Commute Distance (miles - roundtrip)	38.2	39.3	38.5	-1.9%
County Employees	5,108	5,430	5,689	+4.8%

PUBLIC TRANSIT

Metric	FY2023	F2024	FY2025	Δ FY24→FY25
Est. MT CO ₂ e Avoided by Transit	104	247	244	-1.2%
Transit Trips Taken	19,188	16,947	14,522	-14.3%

Note: Transit trip counts have declined in recent years partly due to CapMetro billing/tracking system transitions. CapMetro implemented a new payment system in Spring 2025.

TELEWORKING

Metric	FY2023	F2024	FY2025	Δ FY24→FY25
Est. MT CO ₂ e Saved by Teleworking	3,689	3,654	3,677	+0.6%
Teleworking Participants	2,912	2,945	2,995	+1.7%
Teleworking Hours	2,169,448	2,161,670	2,163,053	+0.06%

Note: Teleworking hours do not directly translate to emissions savings, as hybrid schedules often include days where employees split their time between on-site and remote work.

TRIPS TO LOS ANGELES

Teleworking **saved approximately 3,677 MT of CO₂e emissions, equivalent to 7,671 trips to Los Angeles** in a typical passenger vehicle.

SCOPE 3: SOLID WASTE EMISSIONS

Solid-waste emissions are generated as organic materials decompose in landfills over time.

3,420

SOLID WASTE
MT CO₂E
(FY2025)

+8.3%

SOLID WASTE EMISSIONS
CHANGE FROM FY2024
YEAR-OVER-YEAR

5,236 TONS

SOLID WASTE LANDFILLED
(FY2025)

342.6 TONS

SINGLE STREAM RECYCLING
(FY2025)

Metric	FY2023	F2024	FY2025	Δ FY24→FY25
Solid Waste Emissions (MT CO₂e)	2,374	2,954	3,420	+15.8%

*FY2023 and FY2024 figures have been updated to reflect corrections to solid-waste emission errors in the ClearPath GHG software.



Roll-off and front-load dumpsters like these hold collected waste awaiting landfill disposal.

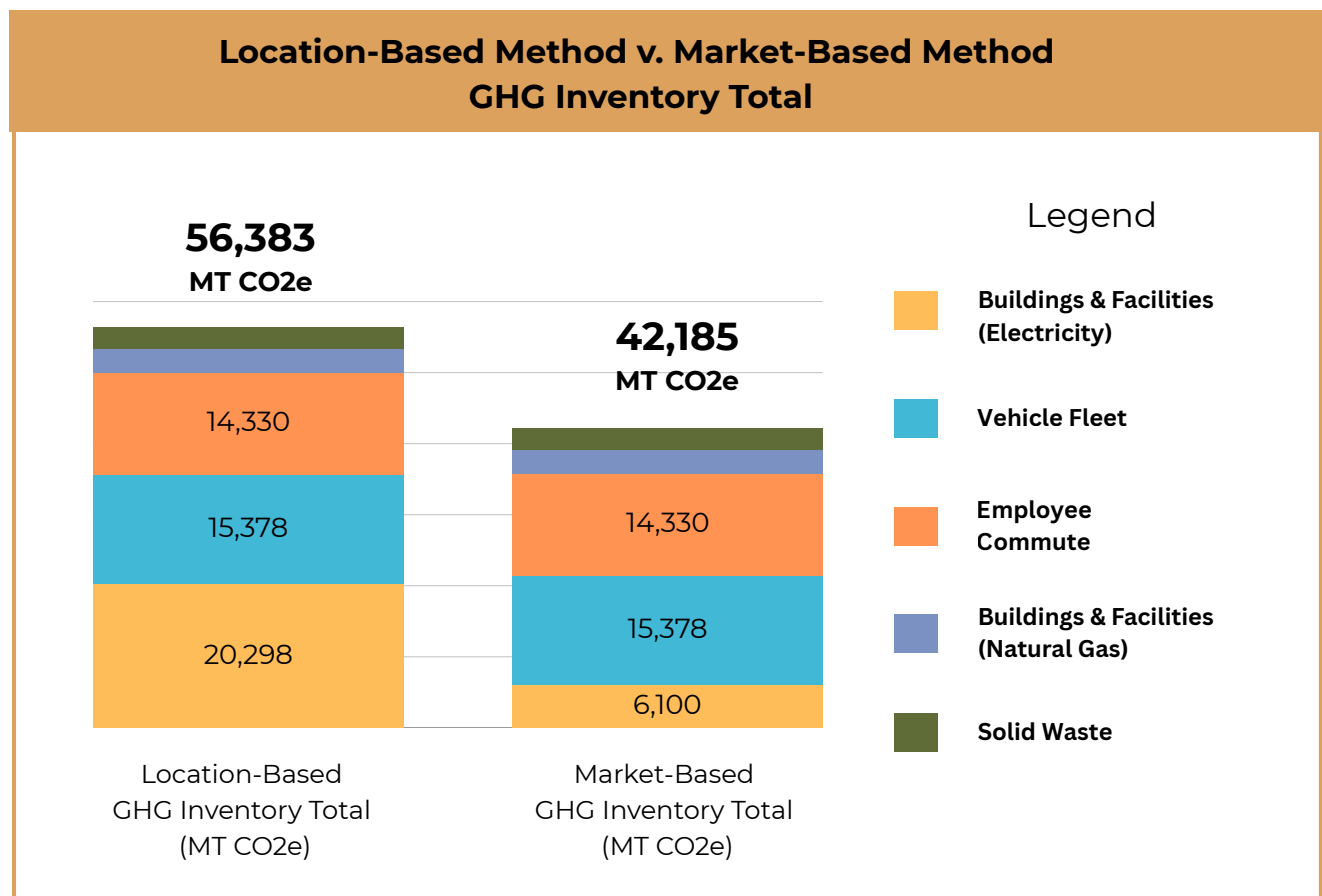
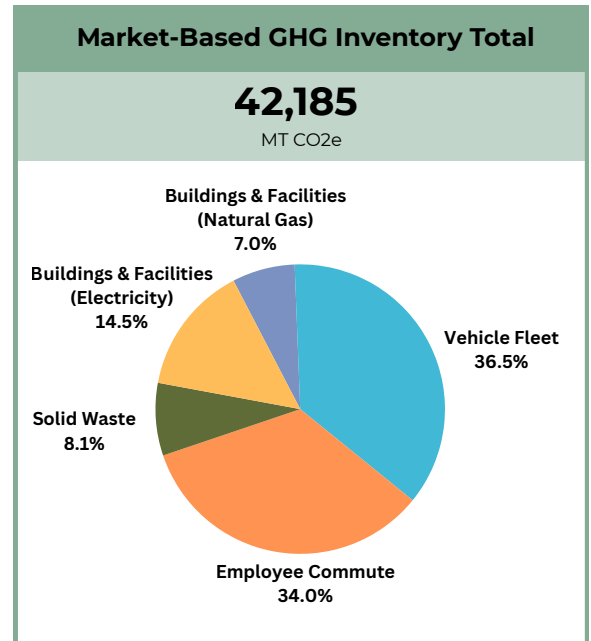
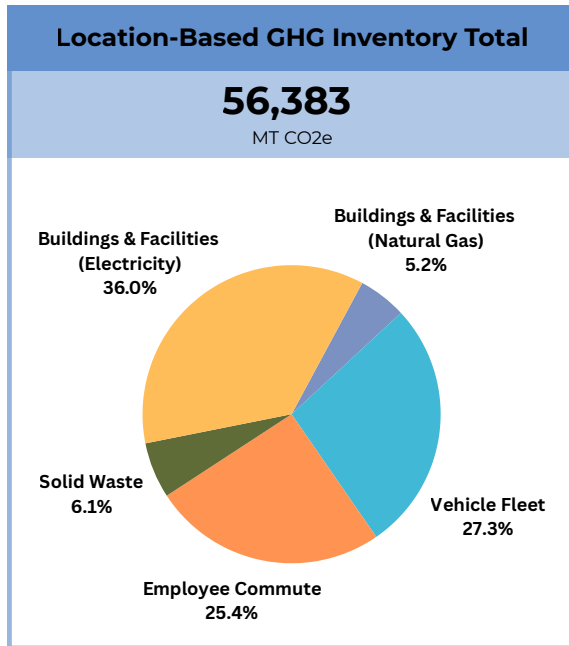
WASTE STREAMS

Metric	FY2023	F2024	FY2025	Δ FY24→FY25
Scheduled Trash Services (tons) Front-load dumpsters and roll-offs	3,063	3,821	4,642	+21.5%
Total Landfill (tons)	3,635	4,523	5,236.0	+15.8%
Scheduled Recycling Services (tons) Single Stream Recycling	250.6	395.0	342.6	-13.3%

In FY2025, the amount of material Travis County sent to landfills from its parks and facilities increased by around **15.8%**, driven primarily by expanded dumpster service at County facilities and a decrease in reported recycling quantities. While recycling streams are weighed, landfill-bound waste from front-load containers is not. More frequent service and larger container sizes therefore increased reported landfill tonnage because these containers are assigned a weight based on full capacity and recorded as “full” even when they are not at capacity.

The County is exploring right-sizing opportunities for container sizes and service levels to reduce unnecessary pickups and improve reporting accuracy. In addition, the County is expanding education and outreach efforts to help increase recycling participation and improve material diversion.

FY2025 GHG EMISSIONS: BREAKDOWN BY SECTOR



AIR QUALITY

Because on-road vehicles account for nearly 39% of Travis County's air pollution (CAPCOG 2024 Annual Air Quality Report), the County is prioritizing cleaner transportation solutions. The Commute Connections program encourages lower-emission employee commuting, while the Fleet Electrification initiative shifts County operations toward electric and other low-emission vehicles.

14,552

EMPLOYEE CAPMETRO
TRIPS
(FY2025)

2,995

TELEWORK PARTICIPANTS
(FY2025)

3,677

MT CO₂e
AVOIDED BY TELEWORK
(FY2025)

413K

GALLONS OF
FUEL SAVED BY TELEWORK
(FY2025)

COMMUTE CONNECTIONS

The Commute Connections program helps employees choose alternatives to single-occupancy driving, such as transit, carpooling, cycling, teleworking, or a compressed work week.

CAPMETRO TRANSIT

Travis County provides free Cap Metro passes to employees. FY2025 recorded **14,522 employee trips** at an average of **91 riders per month**.

Note: February and March 2025 trips were undercounted due to a payment system transition; CapMetro's new system was fully operational by Spring 2025.

CapMetro

CAPMETRO BIKESHARE

FY2025 marked the **launch of the CapMetro Bikeshare program** for Travis County employees. Through the program, employees are eligible for **free electric bike passes** via CapMetro Bikeshare, providing a zero-emission commute option at no cost. In its first year, **11 employees participated** with **28 monthly passes** issued.

TELEWORKING

In FY2025, **2,995 employees** logged over **2.15 million teleworking hours**, avoiding an estimated **3,677 MT CO₂e** in emissions and saving approximately **413,000 gallons of fuel**. Teleworking hours have remained steady over the past three years and have not grown in line with employee headcounts.



BikeShare bike in Downtown Austin.



COUNTY FUEL USAGE & COST

Travis County operates four fueling and refilling stations across the County to support its internal-combustion-engine fleet, as well as a dedicated fueling station at the STARFLIGHT heliport for its emergency helicopter operations.

FUEL USAGE

Fuel Type (Gallons)	FY2023	FY2024	FY2025
Unleaded	943,420	813,332	947,412
Diesel	8,298	15,942	13,774
Ethanol (E-85)	186,716	210,295	212,825
Premium	482	346	282
External Fuel Purchases	354,147	421,107	428,437
Jet A Fuel	103,776	96,023	116,916
Total Gallons	1,596,839	1,557,045	1,719,646

FUEL COST (\$)

Fuel Type	FY2023	FY2024	FY2025
Unleaded	\$2,934,148	\$2,442,289	\$2,767,511
Diesel	\$14,189	\$27,261	\$23,554
Ethanol (E-85)	\$728,541	\$797,955	\$809,332
Premium	\$724	\$519	\$423
External Fuel Purchases	\$1,140,432	\$1,185,538	\$1,190,085
Jet A Fuel	\$420,000	\$309,000	\$276,000
Total (\$)	\$5,238,034	\$4,762,562	\$5,066,905

Note: FY2023 and FY2024 Fuel Usage and Cost have been revised based on new data.

Total fuel consumption rose to **1.7 million gallons** in FY2025 (+10.4% from FY2024), pushing the total spend to **\$5.07 million** despite lower per-gallon unleaded prices. The increase is attributed to higher vehicle use as more employees returned to on-site work and vacant positions were filled. The TCSO fleet also grew, and more long-distance prisoner transports were completed by driving rather than flying, further raising fuel consumption.



FLEET ELECTRIFICATION

Reducing overall fuel consumption not only decreases reliance on traditional fossil fuels, but also helps lower operating costs, an essential benefit in times of fuel market volatility. In May 2023, the Travis County Commissioners Court passed a resolution committing Travis County to transitioning its vehicle fleet to electric and hybrid models as existing units are retired. Since then, EV acquisitions have accelerated significantly, with model years 2023 and 2024 accounting for **49 of the County's 61 current fully electric vehicles**.

61

FULLY ELECTRIC VEHICLES
IN FLEET

179

HYBRIDS IN FLEET

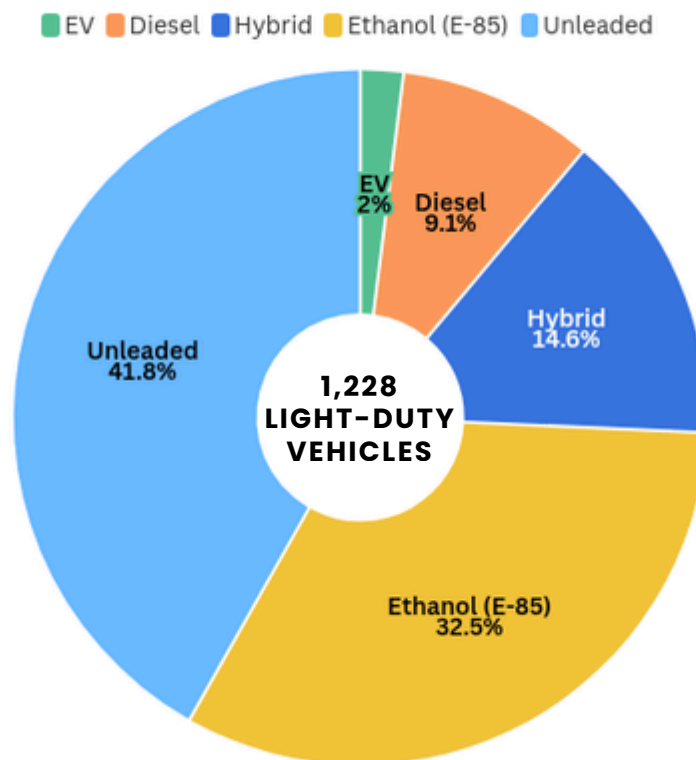
49.11%

ALT. FUEL
FLEET SHARE
HYBRID, EV, & ETHANOL
VEHICLES

96.7%

PROJECTED EMISSIONS
REDUCTION FROM FULL
FLEET ELECTRIFICATION

Light-Duty Fleet Composition by Fuel Type



Of the 61 county-wide fully electric vehicles, **25 are light-duty vehicles such as Ford-F150 Lightning EV Trucks, Chevrolet Silverado EV Trucks, and Chevrolet Blazer EV trucks. An additional 36 operate in specialty vehicle classes**, including electric riding mowers, personnel carriers, and construction equipment.

This snapshot of Travis County's light-duty fleet reflects only a single moment in time. The composition of the fleet continuously evolves as new vehicles are added and older ones are retired or removed from service.



FLEET ELECTRIFICATION

CHARGING INFRASTRUCTURE

The County has installed **10 EV station wall chargers**, **31 fleet-only chargers** (not all activated), and **14 public chargers** (not yet activated) across County facilities. Activating the remaining installations is an identified next step in its EV transition.



One of Travis County's Ford Lightning Truck EVs

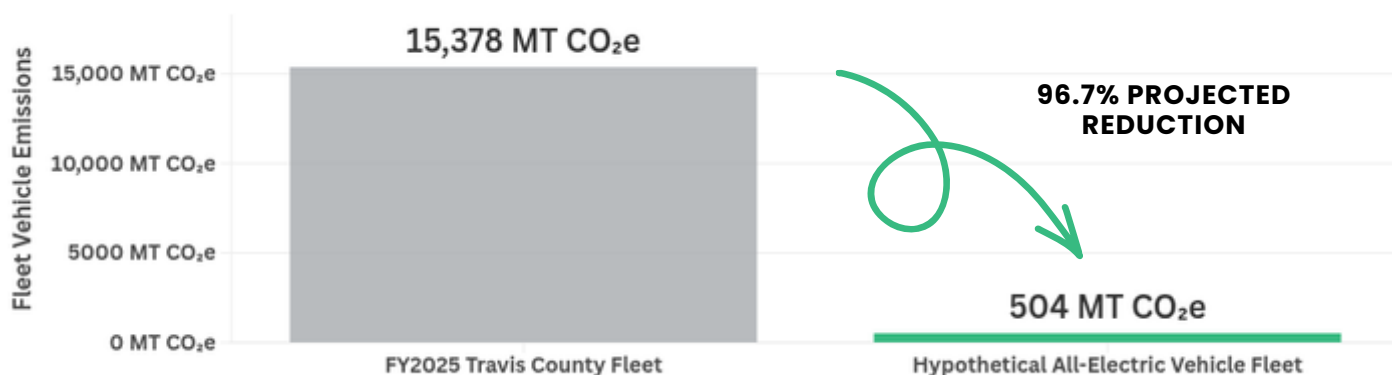


Vehicle charging infrastructure at Northeast Metropolitan Park.

PROJECTED EMISSIONS SAVINGS FROM FULL FLEET ELECTRIFICATION

Transitioning the light-duty fleet to all-electric vehicles would cut fleet GHG emissions by an estimated **96.7%**, from **15,378 MT CO₂e** to approximately **504 MT CO₂e** annually.

Note: Emissions estimate based on FY2025 fuel usage, fleet composition, and most recent ERCOT electric grid emission factors.



REFRIGERANTS

County HVAC systems use refrigerants with strong climate-warming effects, and federal rules that took effect on January 1, 2026 now require tracking any equipment containing 15 pounds or more of these refrigerants. In response to these updated requirements, FMD uses Parasense RTC to maintain refrigerant inventories and meet recordkeeping obligations. The County is evaluating how to incorporate information required under the updated 2026 federal rules into future sustainability reports as additional data becomes available.

CULTURE

At Travis County, sustainability is more than a set of policies or targets. It’s part of our culture. The programs in this section show how that culture shapes our choices and our commitment to long-term stewardship. And while organizational leadership sets the direction, lasting change ultimately depends on everyday actions at the individual level, where collective habits make the greatest impact.

TRAVIS COUNTY GREEN TEAM

The Green Team is a County-wide employee organization managed by the Operational Sustainability Team (Conserve). It serves as a practical bridge between the County’s sustainability goals and the daily decisions of individual employees.

Green Team members act as sustainability ambassadors in their departments, encouraging colleagues to reduce waste, increase recycling, conserve water and electricity, and adopt more sustainable habits at work. Membership is voluntary and open to all County staff, subject to supervisor approval.

117
ACTIVE MEMBERS
(FY2025)

32
DEPARTMENTS
REPRESENTED
(FY2025)

43
NEW MEMBERS
(FY2025)

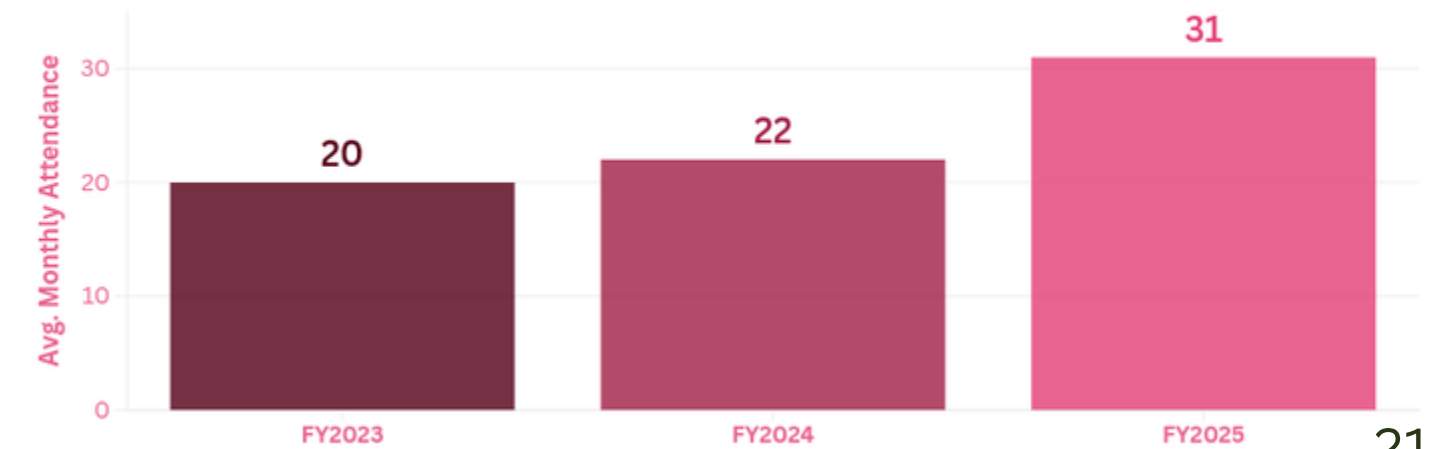
11
MEETINGS HELD
(FY2025)



Green Team members at the BCP, Nov 2024

Green Team membership grew substantially in FY2025, reaching **117 employees** across **32 departments**. Forty-three new members joined during the year, more than double the 20 who joined in FY2024. Average monthly attendance climbed to **31**, up **41%** from FY2024.

Green Team Average Monthly Attendance





IN-PERSON ACTIVITIES

In addition to regular meetings, Green Team members are invited to participate in in-person activities held two to three times per year. These events are designed to bring sustainability concepts to life through direct experience. They also offer a rare opportunity for employees from across departments to connect and build relationships.

GREEN TEAM HIKE AND LEARN AT THE BALCONES CANYONLANDS PRESERVE

In November 2024, Green Team members joined a guided hike through the Snowden and Bunten tracts of the Balcones Canyonlands Preserve, one of the largest urban wildlife refuges in the United States and a cornerstone of Travis County's conservation mission.

Along the way, participants learned about the BCP's federally listed species, the ecological value of the Balcones Escarpment, and the County's ongoing contributions to habitat preservation.



Green Team members learn from BCP Staff during a hike.

TOUR OF THE TDS LANDFILL AND RECYCLING PLANT



TDS's Construction and Demolition recycling facility.

In March 2025, Green Team members toured the TDS landfill and recycling facility, one of the County's waste management vendor partners. The tour offered a behind-the-scenes look at how materials move through the waste stream after leaving the bin, from intake and sorting, to processing and final disposition.

Participants came away with a clearer picture of what actually gets recycled, what does not, and how individual choices at the source affect outcomes downstream.





EVENTS AND EDUCATION

The Operational Sustainability Team supports a broader program of education and outreach for County employees throughout the fiscal year. While many events are timed to coincide with Earth Month in April, programming extends year-round and spans a range of formats, from virtual webinars to in-person tours to community tabling. The goal is to make sustainability knowledge accessible and relevant to employees across all roles and departments.

WEBINARS

AUSTIN ENERGY & TRAVIS COUNTY HEALTH AND HUMAN SERVICES

This webinar brought together two presenters to cover complementary aspects of residential and community energy use.

Austin Energy presented an overview of the clean energy programs available to its customers, including GreenChoice, the voluntary renewable energy program that Travis County itself participates in, as well as Community Solar and other green resources.

Travis County Health and Human Services followed with a presentation on home weatherization: practical tips and County resources available to residents looking to reduce their energy bills and improve comfort at home.



CITY OF AUSTIN & TRAVIS COUNTY FOOD PLAN

AUSTIN/TRAVIS COUNTY

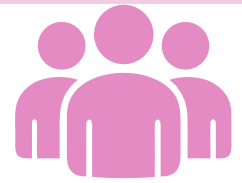


Food policy experts from the City of Austin and Travis County co-presented on the Austin/Travis County Food Plan, a joint regional initiative designed to address key aspects of the food system, including food access, local agriculture, food recovery, climate resiliency, and emergency preparedness.

Learn more: austin-travis-county-food-plan-austin.hub.arcgis.com



GREEN BUILDING SEMINAR AND TOUR OF THE CIVIL FAMILY COURTS FACILITY



Facilities Management led an in-person presentation for County employees on Travis County's energy management practices: what the County measures, where it focuses its efficiency investments, and how individual buildings contribute to the overall footprint.

The session was followed by a guided tour of the newly completed Civil Family Courts Facility, the County's first LEED Gold-certified building. Participants saw green building features firsthand, such as cool-roof materials, energy-efficient lighting, and site design that supports stormwater management.



FMD Employees explained the CFCF's Green features



Green Stormwater Garden on roof of the CFCF parking garage.

TABLING EVENTS

In FY2025, the Operational Sustainability Team set up informational tables at several public and employee-facing events, providing an opportunity to share resources, answer questions, and connect with residents and staff outside of a formal program setting.



Members of the Conserve team tabling at the RENEW Wellbeing Fair (left) and Travis County's Juneteenth Community Celebration (right).



ENERGY

Energy management is foundational to Travis County's sustainability goals and a major component of the County's overall greenhouse gas footprint. Electricity and natural gas consumed in County-owned buildings and facilities account for a significant share of both Scope 1 and Scope 2 emissions, making the efficient use of energy critical to meeting the County's sustainability goals.

By tracking these metrics year over year, the County can identify areas of progress, uncover opportunities for further reduction, and ensure that energy stewardship remains a visible, measurable priority for every department.

NATURAL GAS

Natural gas is used across Travis County facilities primarily for hot water production and space heating in buildings that do not have electric-powered heating systems. Natural gas combustion at County buildings is a direct source of Scope 1 greenhouse gas emissions.

53.8 M FT3
TOTAL USAGE
(FY2025)

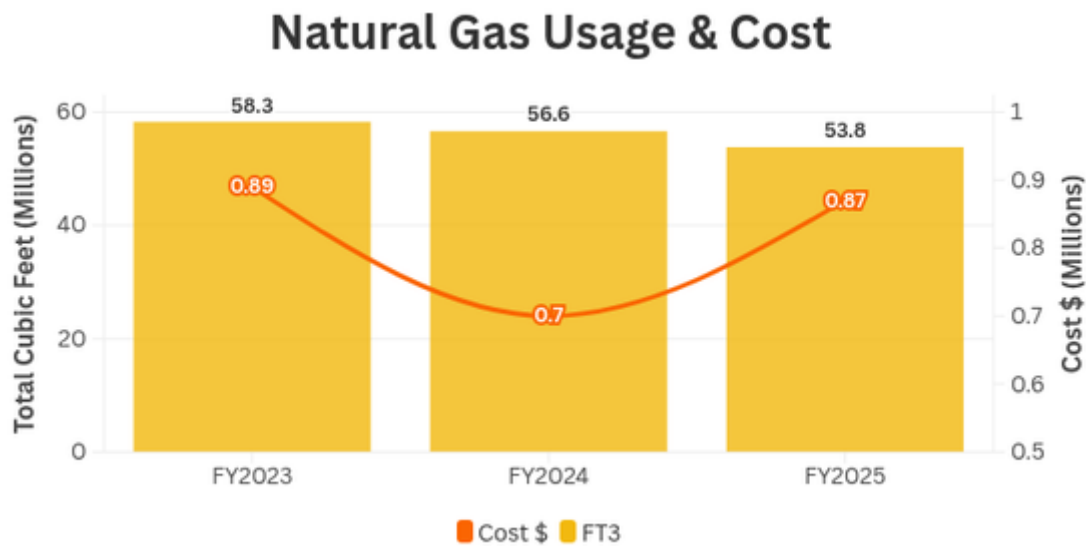
-5.0%
VS FY2024 USAGE

\$873,075
TOTAL COST
(FY2025)

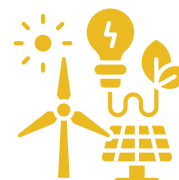
3,956.7
MT CO2e
Emissions from Natural Gas
(FY2025)

NATURAL GAS USAGE

Natural gas consumption and its related emissions continued their multi-year decline, dropping **5.0%** from FY2024 to FY2025 in part due to boiler upgrades and a milder winter. However, total costs increased **25.3%** due to a significant rise in the average price of natural gas in Texas, which went from \$2.40 per thousand cubic feet (MCF) in FY2024 to \$3.48 per MCF in FY2025.



ELECTRICITY



Travis County powers its operations through electricity sourced from multiple providers. The County's primary provider is Austin Energy, which serves approximately 96% of total electrical accounts. Additional power comes from Bluebonnet Electric Cooperative, Pedernales Electric Cooperative, and TXU Energy. The County's electricity consumption is one of its largest contributors to greenhouse gas emissions, making it a key focus of sustainability efforts.

60.4M KWH
TOTAL USAGE
(FY2025)

-7.2% KWH
VS FY2024 USAGE

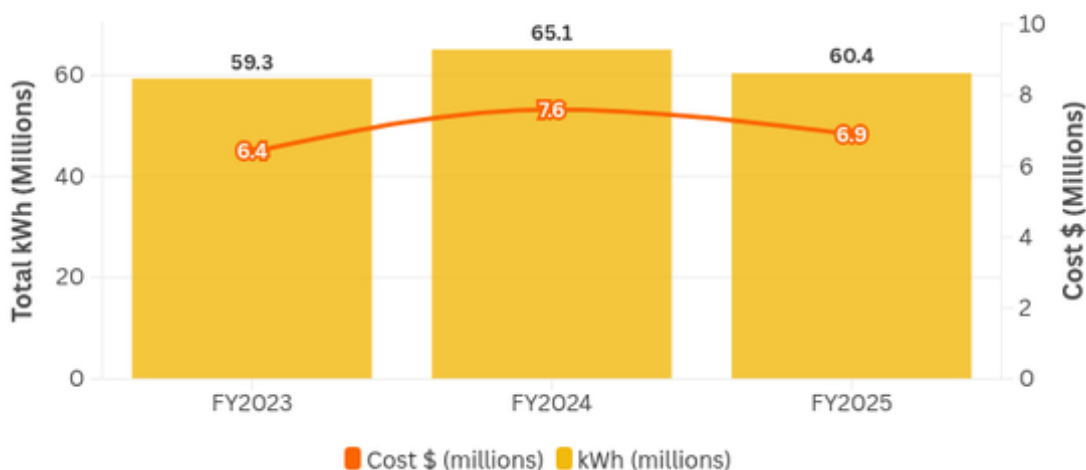
58.3% GREEN ENERGY
AS SHARE OF TOTAL KWH
(FY2025)

6,100
MT CO₂e
MARKET-BASED
ELECTRICAL EMISSIONS
(FY2025)

ELECTRICAL USAGE

After peaking in FY2024, Travis County's total electrical usage declined **7.2%** in FY2025, returning closer to FY2023 levels. Total costs also dropped **9.8%**, driven by lower consumption and a slight decrease in the average cost per kilowatt-hour. This shift may reflect improved energy efficiency measures implemented across county facilities as well as year-to-year weather variability that influenced overall demand.

Electrical Usage & Cost



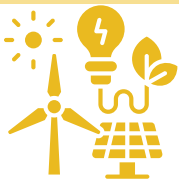
GHG SCOPE 2 EMISSIONS – ELECTRICITY

Travis County reports electricity emissions two ways.

The **location-based method** uses the average emissions intensity of the regional electric grid, regardless of what kind of energy the County has purchased.

The **market-based method** accounts for the specific energy products purchased, in this case, GreenChoice renewable energy credits and utility providers, and reflects the County's actual procurement decisions.

GHG Emissions CO ₂ e	FY2023	FY2024	FY2025
Electricity – Scope 2 (Location-Based)	21,984	21,868	20,298
Electricity – Scope 2 (Market-Based)	13,718	11,347	6,100



GREEN UTILITY PROGRAMS

In April 2024, Travis County enrolled all 57 of its Facilities Management Department (FMD) managed Austin Energy accounts into the GreenChoice renewable energy program. GreenChoice allows participants to support clean, renewable wind energy generated at South Texas wind farms and to receive verified Renewable Energy Credits (RECs) corresponding to their electricity consumption. **FY2025 is the first full fiscal year in which these accounts were enrolled for the entire reporting period.**



Austin Energy's GreenChoice RECs are certified by Green-e Energy.

The County could further reduce its market-based emissions by enrolling its remaining Austin Energy accounts in future years. If these accounts had participated in FY2025, emissions would have been about **5,398 MT of CO₂e lower**. Only about 3.5% of total electricity use comes from non-Austin Energy providers, each with varying availability in green-utility programs.

In FY2025, **approximately 58% of the total kWh** used by the County was covered by GreenChoice-enrolled accounts.



The Gulf Wind Farm in South Texas provides Renewable Wind Energy for Austin Energy's GreenChoice Program.

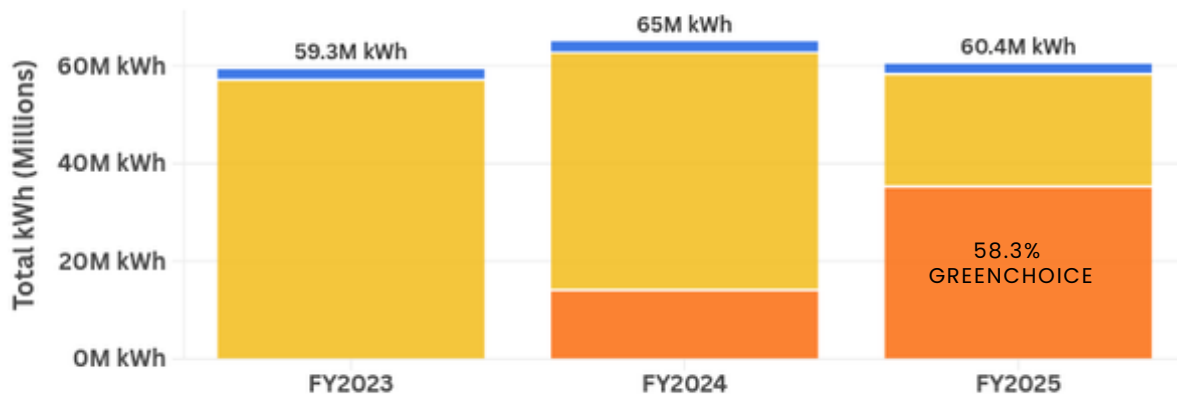
35.2M KWH
GREENCHOICE KWH
(FY2025)

58.3%
GREEN CHOICE
SHARE OF TOTAL KWH
(FY2025)

56.9%
SHARE OF TOTAL COST
(FY2025)

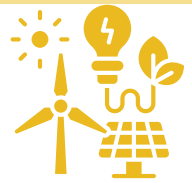
8,241
MT CO₂e
AVOIDED BY USING
GREENCHOICE
(FY2025)

Electrical Usage by Energy Classification



■ Austin Energy GreenChoice ■ Austin Energy GreenChoice Eligible (not enrolled) ■ Other Providers

DEMAND RESPONSE PROGRAMS



Austin Energy's Commercial Demand Response (DR) program helps reduce strain on the electric grid during periods of peak demand. When a DR event is called, participating organizations, such as Travis County, voluntarily curtail their energy use temporarily and earn financial incentives based on the kilowatts reduced. Participants can **earn \$50–\$80 per average kilowatt saved** during events.

\$75,570
TOTAL DEMAND RESPONSE
EARNED INCENTIVES
(FY2025)

+116.4%
INCREASE IN
EARNED INCENTIVES
(FY2025)

803 KW
FMD AVG.
LOAD REDUCTION
(FY2025)

87 KW
TCSO AVG.
LOAD REDUCTION
(FY2025)

FACILITIES MANAGEMENT DEPARTMENT (FMD)

FMD's demand response performance improved substantially in FY2025. Average load reduction nearly **doubled from 458 kW to 803 kW**, and the incentive earned rose from **\$25,062 to \$69,456**.

FMD Metric	FY2023	FY2024	FY2025
Average Performance (kW)	366	458	803
Incentive Earned (\$)	\$18,447	\$25,062	\$69,456
Average Performance (% Load Drop)	—	4%	7%

Learn more: <https://www.traviscountytexas.gov/facilities/demand-response-program>

TRAVIS COUNTY SHERIFF'S OFFICE (TCSO)

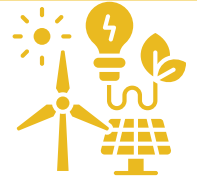
TCSO's demand response results in FY2025 showed a decrease in average performance, dropping from **144 kW to 87 kW**, with the incentive declining from **\$9,853 to \$6,114**. The average drop was 3%, compared to 4% the prior year with the best single-event performance at 11%. Given the operational constraints of a 24/7 correctional facility, load reduction opportunities are inherently more limited than in standard commercial buildings.

TCSO Metric	FY2023	FY2024	FY2025
Average Performance (kW)	116	144	87
Incentive Earned (\$)	\$7,653	\$9,853	\$6,114
Average Performance (% Load Drop)	2%	4%	3%

Combined Incentives:

Across both departments, Travis County earned a total of **\$75,569.60** in demand response incentives in FY2025, compared to \$34,914.85 in FY2024, a **116.4% increase**, driven primarily by FMD's improved performance.

ENERGY EFFICIENCY PROJECTS



Travis County continues to invest in capital projects that improve the energy performance of its facilities. The following highlights key projects completed or underway in FY2025 by FMD and the Travis County Sheriff's Office.

FACILITIES MANAGEMENT DEPARTMENT – ROOFING PROJECTS

In FY2025, FMD replaced or recoated roofs at five County buildings, covering approximately **42,670 square feet** in total. All five projects used “cool roof” materials, highly reflective white surfaces that reflect sunlight away from the building rather than absorbing it as heat. This keeps building interiors cooler and extends the life of both the roof and the HVAC equipment below it.

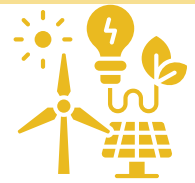
Executive Office Building	Ray Martinez Building (Precinct 4)	Smart Building B	Holt Building (Precinct 5)	Brizendine House
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GAF Acrylic Coating is applied to the Pct. 4 Ray Martinez Building (Before and After).

All the roofing projects meet Austin's cool-roof requirements, which require roofs to reflect at least 55% of sunlight after aging and have a Solar Reflectance Index (SRI) of 64 or higher. Some of the projects have an SRI of 85 or more, meaning they reflect even more heat than Austin's code requires.

TRAVIS COUNTY SHERIFF'S OFFICE ENERGY EFFICIENCY INITIATIVES



The Travis County Sheriff's Office continues to make improvements across its jail facilities, which operate around the clock and put constant strain on mechanical and water systems. In a setting that never shuts down, even modest upgrades can reduce wear on equipment, lower utility costs, and create more stable, healthier conditions for the people who live and work there.

Building Automation System Expansion	TCSO expanded its building automation system, a centralized platform that controls heating and cooling schedules across multiple buildings from a single interface, to cover two large inmate housing units (#2/140 and #3/160, Charlie Unit). By automating when systems run and how hard they work, the expansion reduces unnecessary energy use and helps equipment last longer.
Air Duct Cleaning	The first phase of a planned three-phase duct cleaning project was completed at the Travis County Jail. Years of accumulated debris were removed from the ventilation system, allowing air to flow more freely. This improves indoor air quality for staff and residents and reduces the energy the heating and cooling system needs to push air through the building.
Emergency Power Generators	A new 15-kilowatt generator was installed in the Classifications Unit (#102), providing reliable backup power during outages. A larger 900-kilowatt generator is planned for a main housing building (#1/130) as part of FY2026 capital requests. Both units use modern, fuel-efficient designs.
Boiler and Water Softening Systems	New boilers were installed in the largest inmate housing facility (#12/400). Water softeners were added at several additional buildings (#3 and #160A/B Post). A high-efficiency water heater was also installed in Building #155.
New Rooftop Heating and Cooling Units	Two new rooftop heating and cooling units were installed at the Travis County Jail, replacing older, less efficient equipment. The new units include a humidity control feature that addresses moisture and mold concerns, improving air quality for occupants while using less energy than the systems they replaced.

SPOTLIGHT: EVIDENCE WAREHOUSE SOLAR ARRAY

The new Evidence Warehouse was built with a rooftop solar array covering 3,136 square feet and consisting of 150 panels (50.44 kW total capacity) using locally assembled SEG 485-watt panels. The system is projected to generate approximately 70 thousand kilowatt-hours (kWh) of clean electricity each year, enough to offset about 50 metric tons of CO₂ annually.



Rooftop Solar Array at the new Evidence Warehouse at the Travis County Correctional Complex.

NATURE

Travis County's natural lands protect water quality, support wildlife, and store carbon while providing outdoor recreation spaces for residents. Travis County maintains these natural areas through the Parks Land Management Program and the Balcones Canyonlands Preserve team. These investments ensure the landscape remains resilient and continues to benefit the community in the long term.



Pedernales River as seen from Milton Reimer' Ranch Park.

NATURE-BASED SOLUTIONS RESOLUTION

On June 18, 2024, the Travis County Commissioners Court passed a resolution directing staff to prioritize the use of Nature-Based Solutions (NbS) in all future County-funded public works, construction, and maintenance projects including those under the 2023 Capital Improvement Bond package. The resolution directs that NbS principles be incorporated into design standards and evaluation criteria for project proposals.

The projects documented in this section, from prescribed burns at Pace Bend to conservation terracing on the BCP, represent Nature-Based Solutions in action across Travis County's natural lands.



PARKS LAND MANAGEMENT PROGRAM

The Travis County Parks Land Management Program uses forestry, land stewardship, and fire management to build and maintain resilient landscapes.

In FY2025, the program **treated more than 1,100 acres through prescribed burns, fuel reduction, and ecological restoration.** This work helps the County meet its goals for climate adaptation and ecosystem health.



17
PRESCRIBED FIRE
OPERATIONS ON COUNTY
PROPERTIES

1,000+
ACRES TREATED WITH
PRESCRIBED FIRE

1,633
TREES PLANTED
ACROSS ALL PARKS

80+
TOTAL ACRES RESTORED
OR MAINTAINED

60+
ACRES OF MECHANICAL
FUELS REDUCTION

786
DEAD OR HAZARDOUS
TREES REMOVED

PRESCRIBED FIRE

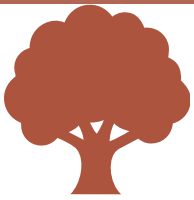
Prescribed fire is one of the most powerful Nature-Based Solutions available to land managers in Central Texas. In FY2025, the Land Management Program **conducted 17 prescribed fire operations on County properties**, including Pace Bend, Reimers Ranch, Owens Tract, East Metro, Hancock Ranchlands Tract, Schneider Tract, and Southeast Metro, and assisted with additional burns on cooperator lands managed by Austin Parks and Recreation, Austin Water Utility, and the University of Texas. Combined, these efforts **treated more than 1,000 acres.**

These burns reduced accumulated fuel and improved fire-adapted wildlife habitat while also lowering wildfire risks for nearby homes and infrastructure. The program also partnered with local emergency services and other agencies to improve regional coordination and disaster preparedness.

While prescribed fire does produce short-term emissions, it is a proactive land management tool that helps reduce the risk of catastrophic wildfires, which can generate significantly greater emissions, threaten public safety, and cause long-term ecological damage.



Prescribed Fire Operations enhance ecosystem health at Northeast Metropolitan Park.



ECOLOGICAL RESTORATION AND FOREST HEALTH



Tree Planting and Grow Zone Established at Ben E. Fisher Park aimed to reduce erosion issues into Gilleland Creek, which is classified as an impaired waterway by TCEQ.

The program also completed **60+ acres of mechanical fuels reduction** at sites including LaFluer Tract, Richard Moya, Reimers Ranch, RGK Ranch, Northeast and Southeast Metro parks, and others.

Staff trimmed 751 trees and removed 786 dead or hazard trees across the park system.

LOOKING AHEAD

In FY2026, the Land Management Program will implement FEMA-funded fuel mitigation projects across 10 County parkland properties, representing approximately **\$2.5 million in investment** targeting roughly 800 acres of high-priority treatments. The Travis County Parks Land Management Plan, a ten-year strategic framework, is also expected to be completed in the summer of 2026, alongside the Austin/Travis County Community Wildfire Protection Plan.

This section highlights just part of the Parks Land Management Program's broader efforts, which further encompass community resilience, emergency response, workforce training, wildlife management, research and monitoring, and robust public and stakeholder engagement.

Learn more: [Travis County Parks | Land Management](#)

In FY2025, the Land Management Program **planted 1,633 trees** and **completed restoration treatments across 40+ acres of parkland**, with a focus on native seeding, erosion control, and re-establishing vegetation in disturbed areas.

Key project sites included **Arkansas Bend** (34.42 acres of forest health treatments), **Pace Bend** (21.6 acres of invasive species and oak wilt management), and **Ben E. Fisher Park** (0.6 acres of native seedling planting).



A pink ribbon marks a tree for hazard mitigation at East Metropolitan Park.



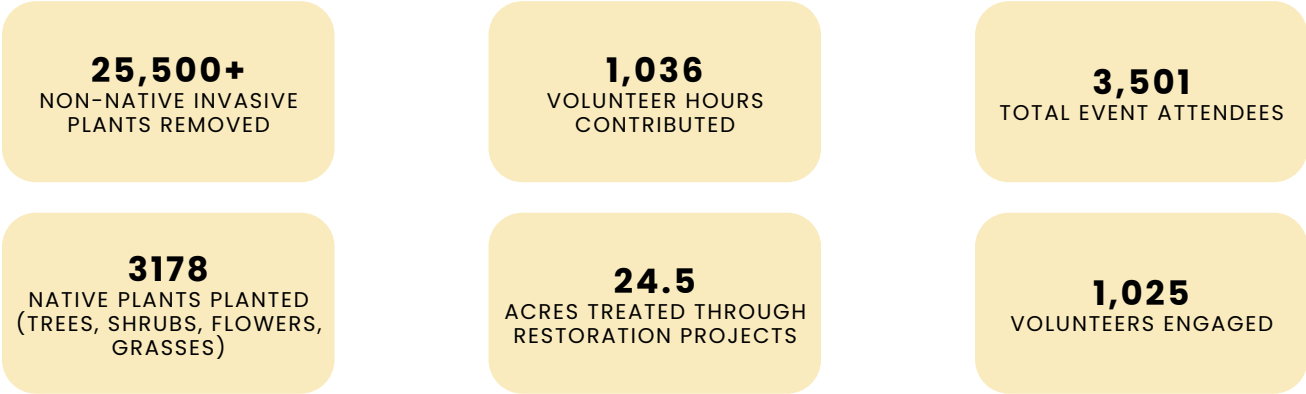
BALCONES CANYONLAND PRESERVE



The Balcones Canyonlands Preserve (BCP) is one of the most ecologically significant conservation areas in Central Texas. Established under Balcones Canyonlands Conservation Plan, the BCP protects critical habitat for federally listed species such as the Golden Cheeked Warbler, along with a rich array of native plants, pollinators, and other wildlife found along the Balcones Escarpment.



Travis County's Natural Resources Division manages the BCP and leads a broad program of habitat restoration, community science, and public engagement.



In FY2025, BCP staff and volunteers conducted restoration work across approximately **24.5 acres**, planted **3,178 native plants**, removed more than **25,500 invasive species**, and engaged **over 1,000 volunteers** contributing **over 1,000 hours of service**. These efforts reflect the BCP's dual mission: protecting rare species and their habitats while connecting the Travis County community to the natural world.



HABITAT RESTORATION

BCP staff pursued several interconnected restoration strategies in FY2025, each designed to address specific ecological challenges while building long-term landscape resilience.

CONSERVATION TERRACES

Contractors **installed approximately 566 linear feet of vegetated berm and swale systems** on the Medway Tract, bringing the total installed since FY2023 to approximately 2,580 linear feet.

These earthen terraces capture stormwater runoff, infiltrate water back into the soil, and jump-start native vegetation recovery in degraded habitats — a direct application of Nature-Based Solutions for climate resilience and watershed health.



Berm and swale systems on the Medway Tract.

OAK AND DECIDUOUS REGENERATION

On approximately **19 acres** of the Medway Tract, staff and contractors selectively removed Ashe juniper to encourage oak and deciduous tree regeneration, increase habitat diversity, and improve structural conditions for listed bird species. Removed material was repurposed as brush berms to slow runoff and as natural browse cages to protect young seedlings.

OAK WILT MITIGATION

In December 2024, staff completed **approximately 1,870 linear feet of oak wilt mitigation trenching** on the Woods of Greenshores Tract to prevent the spread of oak wilt disease through root connections.

PLANTING AND SEEDING

BCP staff, volunteers, and contractors **planted a total of 3,178 plants**: including 1,804 trees, 941 shrubs, and 433 flowering plants and grass plugs, across 7 tracts of the preserve.

Approximately 1.2 acres of the Medway Tract received grass and wildflower seeding and mulching to reduce erosion and increase vegetative cover adjacent to conservation terrace installations.



Volunteers plant trees on Medway Tract, March 2025.



NATIVE PLANT NURSERY AND SEED COLLECTION

In FY2025, a **1260 ft² native plant nursery structure was constructed** on the SAS Tract of the BCP, providing a dedicated facility to grow native plants for future restoration projects.

A 10,000-gallon rainwater harvesting system to supply the nursery is planned for installation in FY2026. A smaller nursery established by Texas Master Naturalist volunteers at the Snowden Tract also continued operations.



Dedicated Native Plant Nursery structure on SAS Tract.

BCP staff and volunteers **collected seed from 58 native species** across **99 separate acquisitions** in FY2025, including native trees, shrubs, flowering plants, and grasses. Collected seeds are used directly in BCP restoration projects or propagated for future plantings. The BCP also partnered with the Lady Bird Johnson Wildflower Center to conduct conservation collections of three rare *Prunus* species and other native plants of greatest conservation concern. These rare and endangered seeds will be stored long-term to support species preservation.

In May 2025, Commissioners Court approved the establishment of a Native Plant and Seed Exchange Program on the BCP. The program accepts donations of native plants, seeds, and landscaping materials from the public, uses them in restoration and demonstration gardens on County-managed lands, and makes surplus native seeds and plants available at no cost to the public and nonprofit organizations for use in native plant gardens and habitat restoration work in central Texas.

NATIVE PLANT EXCHANGE PROGRAM (NPEP)



The Native Plant Exchange Program, distinct from the Native Plant and Seed Exchange Program authorized by Commissioners Court in May 2025, is a pilot initiative led by Travis County Natural Resources to reduce the spread of non-native invasive plants from private property onto the BCP.

In its pilot year, the NPEP served 14 homeowners and three Homeowner Associations in communities adjacent to the preserve. **Participants removed 1,394 invasive plants** from their properties and **installed 120 native plants** in their place.



COMMUNITY ENGAGEMENT AND EDUCATION

The BCP's outreach program engaged thousands of community members in FY2025 through guided hikes, school programs, volunteer workdays, and special events.

Highlights included:

922 volunteers contributed **1,036 hours** to ecological restoration projects including tree planting, invasive species removal, and seed collection and propagation.

3,501 individuals attended events across all programs.

70 participants from an English immersion class used nature journaling to enhance language skills in a natural setting.



Volunteers work on vegetative berms in July 2025.

231 participants attended standalone night sky events, learning about the night sky and the harmful effects of light pollution on migratory birds.

466 students reached through interactive school programs at Hart, Grandview Hills, and River Place Elementary Schools, featuring TEKS-correlated (Texas Essential Knowledge and Skills) lessons on habitat, migration, and watershed ecology.

A new Open House event at the Snowden facility featured open trails, nature journaling, and a story walk.



Telescope used during an Astronomy Night event.

The BCP's partner network in FY2025 included, among others:

Bat Conservation International
Colorado River Alliance
Deloitte
Hispanic Heritage Foundation
Outdoor Afro
Round Rock Pride
Local Queer ATX
Texas Children's Hospital
Lake Travis High School
Austin Community College
Multiple Chapters of Texas Master Naturalists
Scouts of America
St. Edward's University
Concordia University
City of Austin



The Natural Resources Outreach team attended Austin Zoo's annual Homeschool Day.



PURCHASING



ENVIRONMENTALLY PREFERABLE PURCHASING

Travis County's Environmentally Preferable Purchasing (EPP) program directs County departments to seek products and services that have the least adverse effect on human health and the environment. Governed by **Chapter 38 of the Travis County Administrative Code**, the program requires shoppers to consider recycled-content products and environmentally certified items, and to check the County's Reuse Store and Purchasing Warehouse before making new purchases.

10.3%
GREEN SPEND
(OFFICE SUPPLIES, ALL VENDORS)
(FY2025)

13.8%
GREEN SPEND
(ALL PURCHASES, 4 LARGE VENDORS
COMBINED)
(FY2025)

888
EPP TRAINING
COMPLETIONS
(FY2025)

EPP TRAINING: 888 EMPLOYEES TRAINED IN FY2025

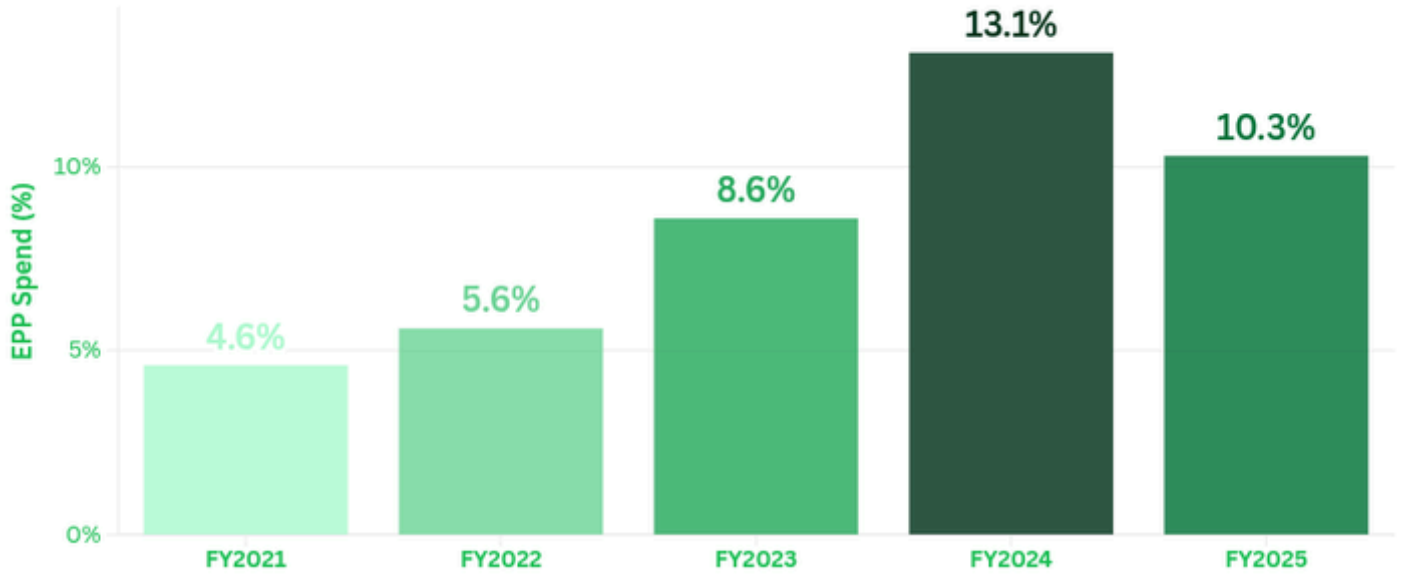
Travis County requires all SAP shoppers, department supervisors and managers, as well as Purchasing Office staff to complete EPP training once per year and upon hiring. The training is administered by the Environmental Quality Program and covers the County's EPP policy goals, how to identify and track green purchases within the SAP system, and how to use internal reuse resources before making new purchases. In FY2025, **888 employees completed EPP training**, up from 887 in FY2024 and 836 in FY2023.

A key emphasis of the training is the County's internal reuse resources. The Travis County Reuse Store is a supply room where County staff can find and acquire used but functional office supplies at no cost, diverting items from disposal and reducing the need for new spending. The Purchasing Warehouse serves a similar function, offering surplus equipment and materials for reuse across departments. Shoppers are expected to check both resources before purchasing new products.



OFFICE SUPPLIES

Office Supply Product Category - All Vendors



Since the EPP policy's implementation, office supply green spending has increased from 4.6% in FY2021 to a high of 13.1% in FY2024, reflecting progress toward the **County's goal of a minimum of 50% of office supply purchases to be environmentally preferable products**. In FY2025, the rate declined to 10.3%. Continued focus on environmentally preferable procurement will be necessary to close the gap between current performance and the policy's target.

Office Supply Product Category - All Vendors

Year	EPP Spend (\$)	Total Spend (\$)	EPP %
FY2021	\$60,136	\$1,312,246	4.6%
FY2022	\$96,081	\$1,713,892	5.6%
FY2023	\$187,877	\$2,188,954	8.6%
FY2024	\$227,918	\$1,740,206	13.1%
FY2025	\$210,309	\$2,041,904	10.3%



PAPER

Paper production has significant environmental impacts, from the loss of forest to the energy and water required for manufacturing. When forests are harvested or degraded, stored carbon is released, contributing to global greenhouse gas emissions. These effects underscore the importance of reducing paper consumption and prioritizing products sourced from responsibly managed forests.



Travis County tracks paper usage in cases per year. Total paper consumption increased 16.0% from FY2024 to FY2025, with per-employee usage rising 10.7%. The share of recycled-content paper remains low at 1.8%, presenting an ongoing opportunity to shift a greater portion of purchases toward recycled-content products in line with EPP goals. Price premiums on recycled-content paper continue to limit broader adoption across departments.

Metric	FY2024	FY2025	Change
Recycled content paper (cases)	84	85	+1.2%
Total paper (cases)	4,125	4,787	+16.0%
Recycled content (%)	2.0%	1.8%	-0.2 pp
Cases per employee	0.76	0.84	+10.7%

Although recycled-content paper remains difficult to scale due to price constraints, the County does make some progress through purchases that carry other verified environmental attributes, including sustainable forestry certifications and third-party eco-labels. These attributes help capture additional forms of environmentally responsible purchasing even when recycled-content options are limited.

EPP SPEND – PRINTING AND WRITING PAPER CATEGORY

Metric	FY2024	FY2025	Change
Non-EPP Spend	\$324,644.30	\$324,524.33	-0.04%
EPP Spend	\$10,256.82	\$8,665.53	-15.5%
EPP Spend %	3.1%	2.6%	-0.46 pp

Paper products containing recycled content or other verified environmental attributes, such as sustainable forestry certifications, accounted for approximately 2.6% of the County's paper purchases in FY25.



EPP SPEND SELECTED LARGE VENDORS

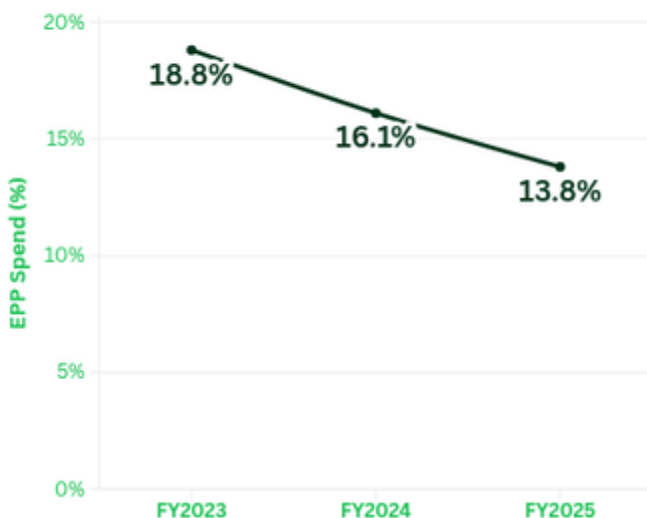
Travis County tracks environmental preferable purchasing spending for four of its largest vendors: Office Depot, Grainger, Pollock, and Amazon Business, which was added in FY2025. The combined EPP spend rate for these vendors fell from 16.1% in FY2024 to 13.8% in FY2025. This decline may reflect higher costs of goods and purchasing constraints tied to state requirements under 30 Tex. Admin. Code §328.203.



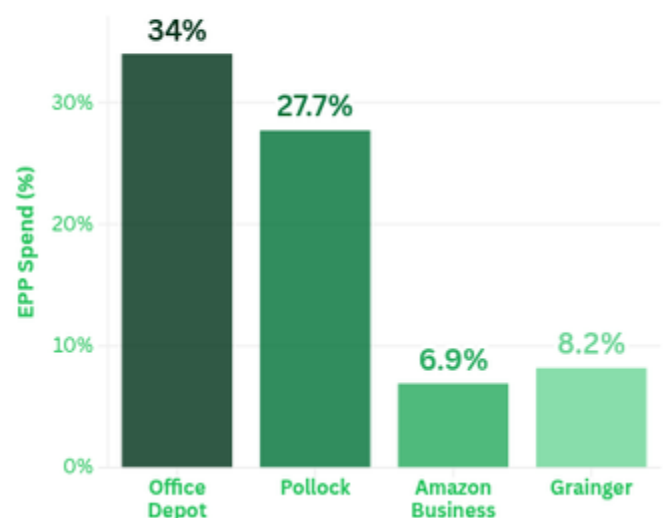
SELECTED LARGE VENDORS: EPP VS. TOTAL SPEND (ALL PRODUCT CATEGORIES)

Year	EPP Spend (\$)	Total Spend (\$)	EPP %
FY2023	580,374	3,091,464	18.8
FY2024	763,191	4,750,492	16.1
FY2025	573,889	4,161,873	13.8

Combined EPP Spend - Selected Large Vendors
(All Product Categories)



Share of Purchases
Classified as EPP
(FY2025)



Environmental resilience is the ability to resist damage and recover after disturbances, and this concept shapes efforts to build systems that can adapt to changing conditions. Strengthening this capacity supports long-term stability and helps ensure operations remain reliable as challenges evolve.

TRAVIS COUNTY CLIMATE VULNERABILITY ASSESSMENT

In FY2025, the Environmental Resilience team finalized Travis County's first Climate Vulnerability Assessment in partnership with Texas State University's Institute for Government Innovation



The final report outlines recommendations to increase the resilience of County facilities, infrastructure, and operations. It was accompanied by tools to identify resilience strategies, guide investments in facilities, and improve the usability of the Travis County Hazard Mitigation Action Plan.

CITY OF AUSTIN & TRAVIS COUNTY FOOD PLAN

In October 2024, Austin and Travis County finalized the region's first ever comprehensive food plan with support from both Austin City Council and the Travis County Commissioners Court.

The plan helps create a steadier food system by encouraging expanded local production and more efficient distribution, helping the community rely less on vulnerable long-distance supply chains.



The plan also establishes a long-term framework for strengthening the local food system overall. It outlines shared priorities for government, community organizations, producers, and residents, creating a coordinated direction for future policies and investments. In doing so, it identifies opportunities to improve equity, support local food economies, and advance community-driven initiatives that reflect local needs and values.

Learn more: austin-travis-county-food-plan-austin.hub.arcgis.com

WASTE

Waste management is a core component of Travis County's sustainability efforts and a meaningful contributor to the County's greenhouse gas footprint, accounting for 6–8% depending on the calculation method.

In FY2025, Travis County generated approximately **6,617.3 tons of total waste** and **diverted 1,381.3 tons**, resulting in a **20.9% diversion rate**, down from 27% in FY2024. This decline was driven mainly by higher reported landfill volumes from more frequent dumpster service and larger container sizes, as these waste streams are not weighed directly. Reduced construction and demolition activity also lowered the amount of material available for diversion. (See page 44/45 for more information.)

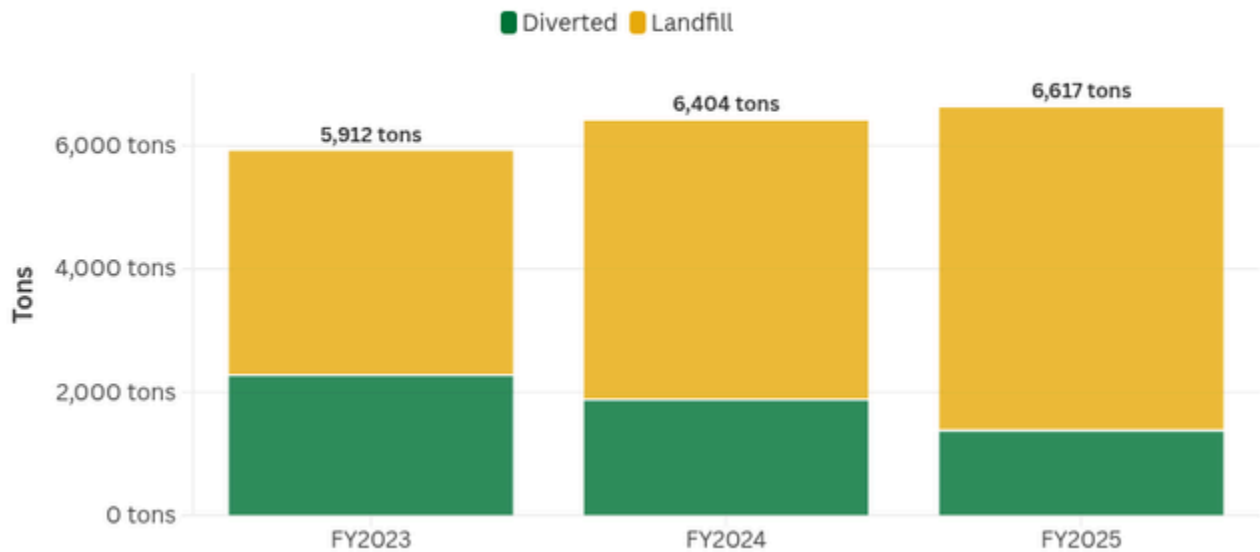
1,381.3
TONS DIVERTED
FROM LANDFILL
(FY2025)

5,236
TONS TO LANDFILL
(FY2025)

20.9%
DIVERSION RATE
(FY2025)

3,420
MT CO₂e
EMISSIONS FROM SOLID WASTE
(FY2025)

Total Operational Waste by Disposition (tons)



SOLID WASTE EMISSIONS

Solid waste sent to landfill generates emissions as organic materials break down over time. In FY2025, Travis County's landfill disposal produced an estimated **3,420 MT CO₂e**, a 15.8% increase from FY2024, directly tracking the rise in reported landfill tonnage.

See **Greenhouse Gas Inventory** section for full emissions details.

SCHEDULED TRASH AND RECYCLING SERVICES

Travis County contracts for scheduled trash and single-stream recycling collection services across its parks and facilities. Trash services are provided primarily by JJ's Disposal and Republic Services through front-load dumpsters and roll-off containers. Single-stream recycling is collected by Texas Disposal Systems (TDS), Republic Services, and Balcones Resources. The County also holds a solid waste contract with TDS for direct disposal at their landfill.

SCHEDULED TRASH SERVICES

Routine trash services are utilized to collect Municipal Solid Waste (MSW) discarded at County facilities. The MSW is then transported and disposed of at active landfills in the Austin area.

In FY2025, landfill tonnage from scheduled trash services rose by about 21.4% compared to FY2024, mainly because service frequencies increased and larger containers were put into use.

For reporting, front-load containers are not weighed; instead, they are recorded at their full capacity even when they may be only partially filled. Because of this difference, reported tonnage may exceed actual landfill volumes.



One of Travis County's many MSW dumpsters.

SCHEDULED RECYCLING SERVICES

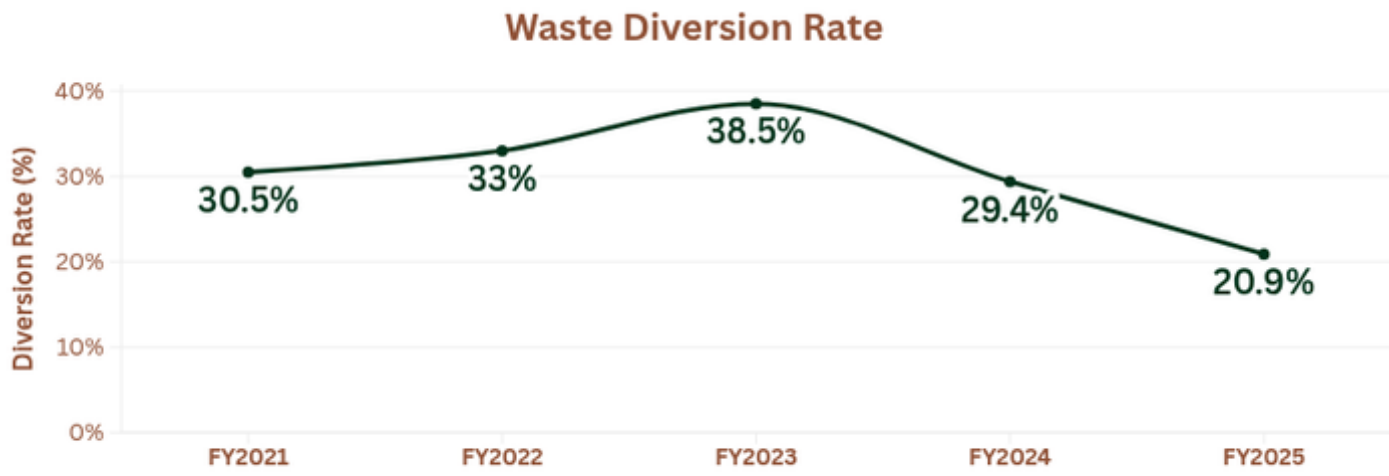
Travis County practices single-stream recycling, placing all accepted recyclable materials in one collection bin. In FY2025, **total single-stream recycling volumes were 342.6 tons**, a decrease of approximately 52.4 tons (-13.3%) from FY2024.

Metric	FY2023	FY2024	FY2025	Δ FY24→FY25
Single-Stream Recycling (tons)	250.6	395.0	342.6	-13.3%
Single-Stream Recycling Cost	\$143,977	\$189,435	\$216,771	+14.4%
Scheduled Trash Services: Front-Load Dumpsters & Roll-Offs (tons)	3,063.2	3,821.4	4,642.7	+21.5%
Total Landfill (tons)	3,635.0	4,523.0	5,236.0	+15.8%
Total Landfill Cost	\$299,477	\$629,721	\$622,321	-1.2%



WASTE DIVERSION RATE

A diversion rate measures the share of total waste redirected away from landfills through recycling, composting, or reuse, calculated as the percentage of total waste not sent to a landfill.



Note: Waste diversion metrics exclude the July 4th Flood debris, which is reported separately.

Travis County’s diversion rate declined from **29.4%** in FY2024 to **20.9%** in FY2025. The elevated FY2023 rate of 38.5% was partly driven by winter storm cleanup, when large volumes of brush debris were mulched and could not be separated from routine operations. In FY2025, Central Texas flooding on July 4 generated similarly large debris volumes, but those materials were tracked and reported separately and are excluded from the standard diversion calculation.

After removing both anomalies, the trend reflects two operational factors. More frequent dumpster service and the use of larger container sizes increased reported landfill tonnage because these waste streams are not weighed. Front-load containers are assigned a weight based on their full capacity, so they are recorded as full even when they are not. Reviewing container sizes and service levels could reduce unnecessary pickups and improve reporting accuracy.

At the same time, fewer active renovation projects reduced the amount of construction and demolition material available for diversion, lowering overall diversion performance.



MISCELLANEOUS RECYCLING

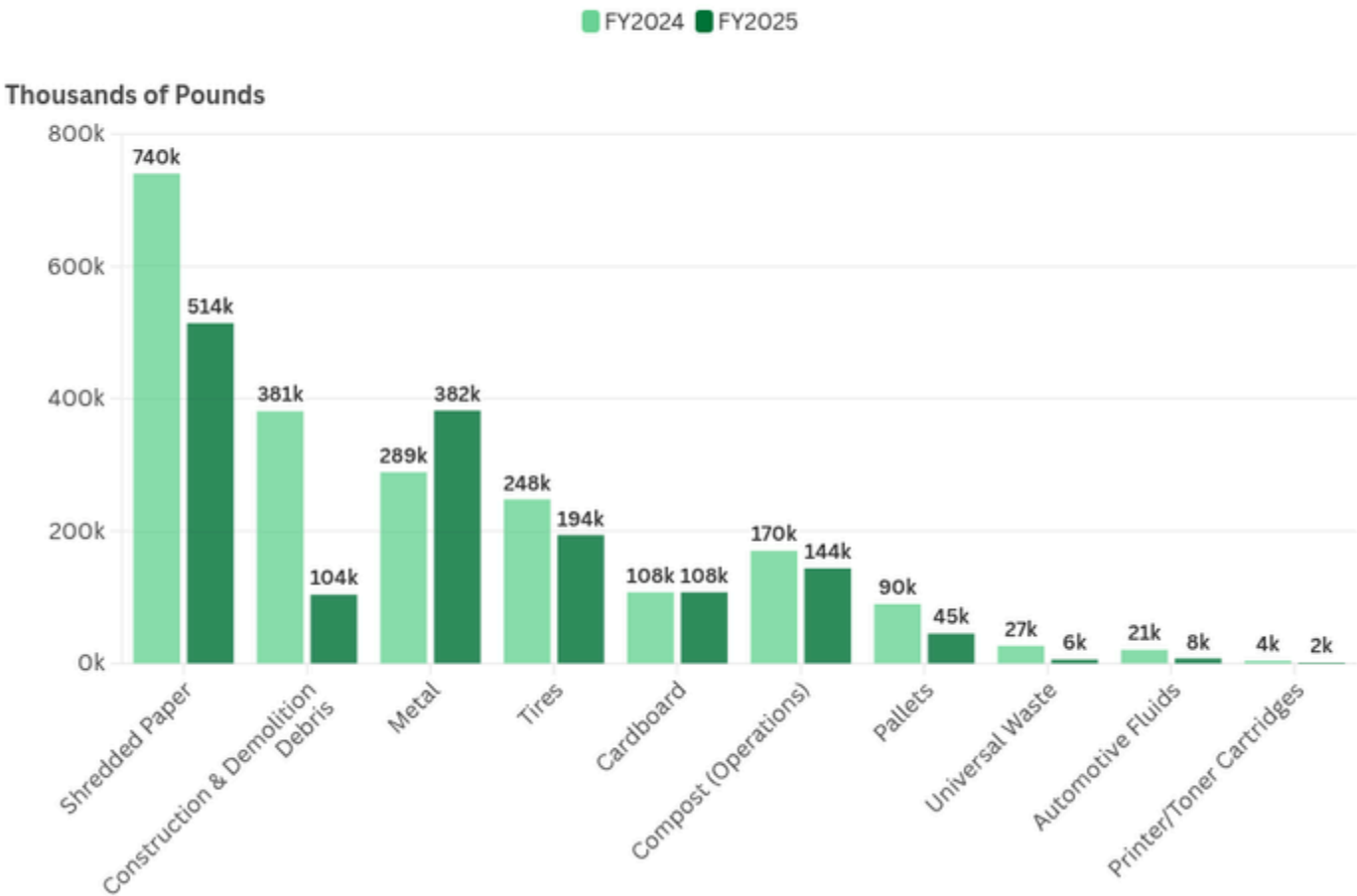
Travis County contracts with vendors to manage specialized recycling services for materials not covered by single-stream collection. Collectively, these streams account for a significant portion of the County's total diversion from landfill.

In FY2025, Metal Diversion rebounded sharply, **rising 32.1%** and surpassing FY2023 levels. **C&D diversion fell 72.7%**, driven by fewer active renovation projects producing divertible materials. Shredded paper and universal waste declined following the disposal of accumulated items in FY2024, and tire disposal was affected by vendor-related issues.

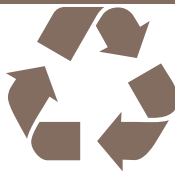


Confidential shredded paper remains the County's largest non-single stream recycling commodity in FY2025.

Miscellaneous Recycling by Commodity (lbs.)



"All items in these categories are diverted from landfill through established recycling programs.



RECYCLING REVENUE

Travis County generates revenue from selling recovered materials such as scrap metal, cardboard, pallets, batteries, and toner cartridges. **In FY2025, recycling revenue totaled \$26,563, an increase of \$4,587.** Most of this increase came from a spike in miscellaneous cash receipts, likely reflecting one-time recoveries or items that could not be categorized. Scrap metal and cardboard remained steady core contributors, though all categories can fluctuate year to year based on market pricing.



Clean, good-condition pallets like these at 5021 Cesar Chavez generate revenue through recycling.



A dumpster filled with metal ready for recycling at the East Service Center.

Recycling Revenue by Commodity

Commodity	FY2023	FY2024	FY2025	Δ FY24→FY25
Cardboard	\$1,522	\$4,266	\$2,910	-31.8%
Metal	\$11,924	\$13,558	\$6,678	-50.8%
Pallets	\$628	\$1,521	\$270	-82.2%
Batteries	—	—	\$77	—
Misc. Cash Receipts	\$4,489	\$2,630	\$16,629	+532%
Total Revenue	\$18,563	\$21,976	\$26,563	+20.9%

Miscellaneous Cash Receipts include revenue that doesn't fit into the other categories. This can include recycling proceeds from destroyed or damaged vehicles, as well as revenue where the specific source isn't specified..



UNIVERSAL WASTE

Universal Waste (UW) refers to commonly generated items that contain hazardous materials requiring proper handling to protect human health and the environment. Travis County collects Universal Waste across County facilities through ambassador programs and vendor pickup, and then routes it to certified recyclers.

1,317

FLUORESCENT LAMPS
RECYCLED
(FY2025)

+1,431%

FLUORESCENT LAMPS
CHANGE FROM FY2024
YEAR-OVER-YEAR

1,999

BATTERIES – ALL TYPES
RECYCLED
(FY2025)

6,258 lbs.

TOTAL UW WEIGHT
(FY2025)



In FY2025, total universal waste (UW) weight dropped to 6,258 lbs., aligning more closely with FY2023 levels. The elevated FY2024 total (26,692 lbs.) was driven almost entirely by ‘mixed/other’ battery weights and reflects the disposal of a large accumulation of auto batteries.

Category	FY2023 (lbs.)	FY2024 (lbs.)	FY2025 (lbs.)	Δ FY24→FY25
Fluorescent Lamps	582	86	1,317	+1,431%
Lamp Ballasts	33	0	169	N/A
Alkaline Batteries	—	199	1,320	+563%
Lead-Acid Batteries	—	106	430	+306%
Lithium-Ion Batteries	—	38	249	+555%
Mixed/Other Batteries	4,134	26,249	2,772	-89.4%
Total UW Weight	4,749	26,692	6,258	-76.6%

The elevated FY2024 battery weight (26,692 lbs.) appears to reflect a one-time accumulation or vendor reporting event as FY2025 volumes returned to levels more consistent with FY2023.



HOUSEHOLD HAZARDOUS WASTE

Household hazardous waste refers to common household products that contain chemicals or materials that can harm people, pets, or the environment if they aren't handled or disposed of correctly. Examples can include batteries, old light bulbs, leftover paint, electronics, automotive fluids, and cleaning products.



5,070

COUNTY HOUSEHOLDS
SERVED
(FY2025)

\$263,568

TOTAL HHW
PROGRAM COST
(FY2025)

44.2%

HHW RECYCLING &
REUSE RATE
(FY2025)

63.9 tons

WEIGHT OF
COLLECTED ITEMS
(FY2025)



**TRAVIS
COUNTY**



Austin
Resource Recovery

Travis County and the City of Austin maintain an Interlocal Agreement (ILA) providing Travis County residents access to Austin Resource Recovery's (ARR) Recycle and Reuse Drop-Off Center for the safe disposal of Household Hazardous Waste (HHW). The City of Austin bills Travis County based on the percentage of participation by Travis County residents who live outside the city of Austin.

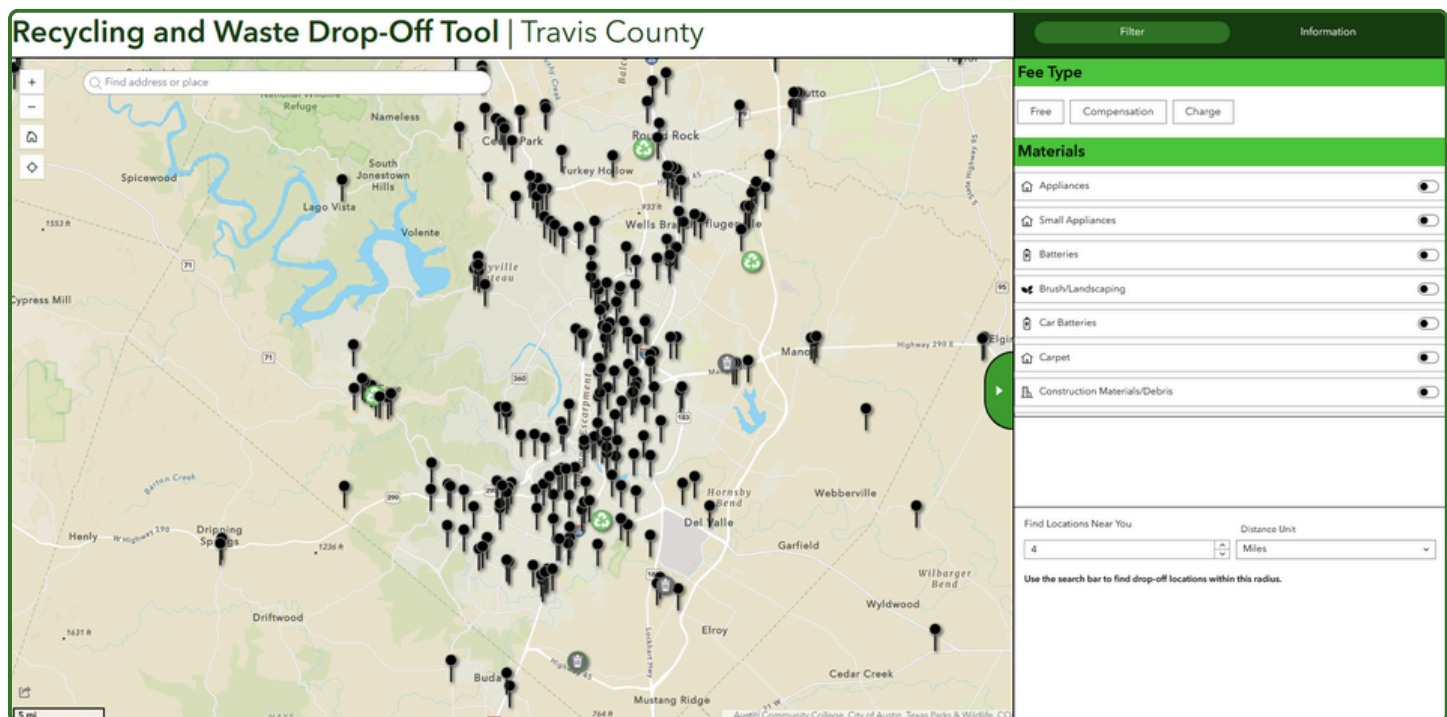
Metric	FY2023	FY2024	FY2025
Number of County Households Served	4,762	5,721	5,070
Total Program Cost	\$228,406	\$255,665	\$263,568
Cost per Household Served	\$46.26	\$47.96	\$51.99
% of HHW Recycled	42.0%	42.0%	44.2%
Weight of Collected Items (tons)	79.4	135.0	63.9



RECYCLING AND WASTE DROP-OFF TOOL

The Recycling and Waste Drop-Off Tool is an interactive online resource helping Travis County residents locate facilities in the county that accept waste and recyclable materials not suitable for curbside collection, including electronics, Household Hazardous Waste, tires, appliances, Styrofoam, and specialty recyclables. Its primary purpose is to reduce improper disposal by making responsible options more visible and accessible across the county.

In 2025 with the help of a summer intern, the Operational Sustainability team comprehensively redesigned and launched the Drop-Off Tool with updated site listings, a modernized mapping platform, improved material-type filtering, and a refreshed user interface.



Recycling and Waste Drop-Off Tool's web version.

Travis County residents can filter drop-off locations by fee type, accepted materials, and distance from their address, then search for nearby sites and select them on the map to view details such as costs, size limits, accepted materials, and hours. Because information can change, users should still call their selected location to verify.

The updated tool is available at: <https://www.traviscountytexas.gov/tnr/environmental-quality/conserve/waste-drop-off-tool>



JULY 4TH, 2025 FLOOD DEBRIS RESPONSE

On July 4th, 2025, Travis County experienced significant flooding along Sandy Creek, requiring a coordinated multi-vendor emergency waste and debris removal response. The County mobilized solid waste collection at response sites, contracted large-scale disaster brush removal, launched a Flood Voucher Program for impacted residents, and temporarily expanded Citizens' Collection Center trash services to manage the surge in materials.

In total, the response involved the removal of approximately 15,552 tons of material, the vast majority of which was brush and vegetative debris. In addition, 285.4 tons of solid waste was collected across response sites, through the Flood Voucher Program, and at the 1431 Citizen Collection Center.



Wood and vegetative debris is collected in NW Travis County near Sandy Creek.

15,552 TONS
TOTAL DEBRIS COLLECTED

87
FLOOD DEBRIS VOUCHERS
USED BY THE COMMUNITY

121,891
CUBIC YARDS
VEGETATIVE DEBRIS
RECYCLED

8,837 MT CO₂e
CARBON EMISSIONS
PREVENTED BY BRUSH AND
VEGETATION RECYCLING

By recycling more than **30 million pounds of brush and vegetative debris**, the debris recovery effort **prevented roughly 8,837 MT CO₂e emissions**. In practical terms, that's the same **climate benefit as powering 1,842 homes for a year** or **eliminating 22.5 million miles of driving by a typical gas-powered car**.

Because emergency debris is outside normal operational control, these materials and emissions are tracked independently and are not included in FY2025 diversion or emissions metrics.

WATER



Lake Travis in Western Travis County.

Travis County relies heavily on the Colorado River and its Highland Lakes reservoirs for more than 97% of its water supply. A smaller share comes from groundwater wells, but the region's dependence on a single surface-water source makes it highly vulnerable to drought and other climatic pressures.

The County tracks two primary water streams: potable water used across all facilities for general operations, and reclaimed water, also known as purple pipe water, used as a non-potable alternative at select sites.

188.8

MILLION GALLONS USED
(FY2025)

+5.7%

USAGE CHANGE
YEAR-OVER-YEAR

\$2.69 MILLION

WATER COST
(FY2025)

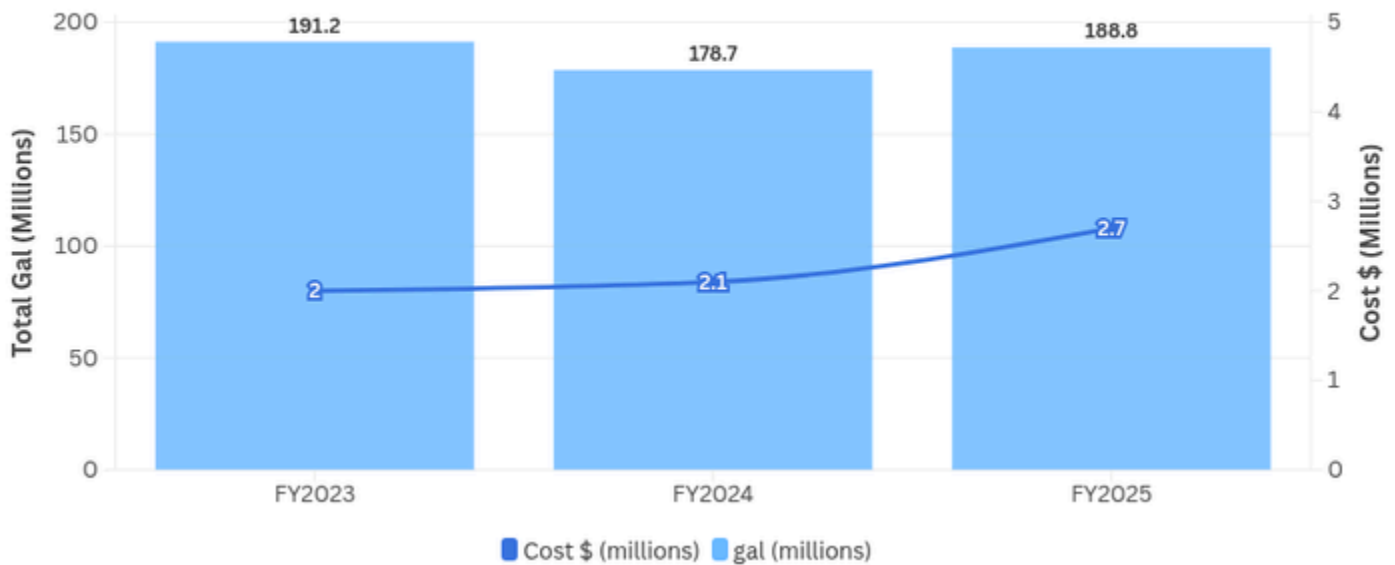
+25.4%

COST CHANGE
YEAR-OVER-YEAR



WATER USAGE & COST

Water Usage & Cost



In FY2025, countywide potable water usage rose 5.7% over FY2024, reaching approximately **188.8 million gallons**. The majority of this increase is attributable to events at three TNR park facilities (East Metro Park, Webberville Park, and NE Metro Park). The increased costs are driven by reduced use of reclaimed water, which is typically less expensive than potable water, and by tiered billing rates that applied higher charges during the months when water use was unusually high.

FY2025 USAGE – TNR PARK FACILITIES

Three TNR Park facilities accounted for the majority of the countywide year-over-year increase. Each facility experienced distinct circumstances that drove elevated consumption in FY2025.

East Metro Park	Relies on on-site groundwater wells as its primary water source for three irrigation ponds, two of which (Kingfisher Lake (~2 acres) and Bullfrog Pond (~1 acres)) are part of the Texas Parks and Wildlife Neighborhood Fishing Program and must be kept at a near-constant level. In FY2025, an extended drought caused the wells to run dry. Two underground leaks on the County's side of the water meter developed at the same time and went undetected before being repaired.
Webberville Park	Has aging plumbing and waterlines throughout the facility. In FY2025, a mandatory fire protection water tower sustained damage from a freeze event and required repair and refilling. Several additional major leaks occurred across the park's water system during the year.
NorthEast Metro Park	Required pond drainage as part of scheduled maintenance work. Some additional water loss occurred from leakage in a drainage area.

RECLAIMED WATER

Reclaimed water is produced from highly treated wastewater and provides a cost-effective alternative to potable water for non-potable uses such as building cooling, irrigation, and toilet flushing. Since 2018, Travis County has participated in the City of Austin's Purple Pipe reclaimed water system, reducing pressure on potable supplies.

Current Facilities	HMS Courthouse, 700 Lavaca, Criminal Justice Center / Gault Building, Ned Granger Building, Travis County Correctional Complex & Evidence Warehouse, Northeast Metro Park (effluent water)
Upcoming Connections	Travis County and the City of Austin are working to extend the purple pipe system to the Civil and Family Court Facility and the Probate Court Building. The Civil and Family Court Facility is fully plumbed for reclaimed water while the Probate Court Building will use reclaimed water for its cooling system.

11.3 MILLION GALLONS USED (FY2025)	-49.7% USAGE CHANGE YEAR-OVER-YEAR	\$165,768 COMBINED COST SAVINGS (FY2025)	-39.7% CHANGE IN COST SAVINGS YEAR-OVER-YEAR
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The Travis County Evidence Warehouse (3614 Bill Price Rd, Del Valle) has become the latest facility to integrate with the City of Austin’s Reclaimed Water System.

RECLAIMED WATER

Combined countywide reclaimed water use in FY2025 totaled approximately 11.3 million gallons, down from 22.6 million gallons in FY2024. The decline is attributable entirely to the FMD system shutdown described below. The Correctional Complex's reclaimed water use grew 23.8% year-over-year.

Category	FY2023	FY2024	FY2025	Δ FY24→FY25
FMD Reclaimed Water (gal)	20,807,300	13,781,200	418,300	-97.0%
TCSO Reclaimed Water (gal)	5,428,000	8,697,000	10,881,900	+25.1%
Combined Total (gal)	26,235,300	22,478,200	11,300,200	-49.7%
FMD Reclaimed Savings (\$)	\$219,369	\$166,133	\$6,274	-96.2%
TCSO Reclaimed Savings (\$)	\$65,827	\$108,633	\$159,494	+46.8%
Combined Total Savings (\$)	\$285,196	\$274,766	\$165,768	-39.7%

Note: The Travis County Correctional Complex was connected to Austin Water's reclaimed water system in May 2023.

FACILITIES MANAGEMENT DEPARTMENT (FMD)

The County suspended reclaimed-water use at downtown FMD buildings in FY2025 after water-quality issues contributed to equipment failures, including a chiller at the Criminal Justice Center. Systems were temporarily switched to domestic water while FMD met with Austin Water who recommended treatment adjustments with our service provider. The service contract was updated to include these safeguards. Reclaimed-water service has since been restored at all previously served downtown locations.

As reclaimed systems went offline, potable water filled the gap. Combined potable water use across the four FMD buildings rose **104%** from **5.2 million gallons** in FY2024 to **10.6 million gallons** in FY2025.

TRAVIS COUNTY SHERIFF'S OFFICE (TCSO)

The Travis County Sheriff's Office uses reclaimed water at the Correctional Complex campus, reducing potable demand at the County's largest operational facility. The reclaimed water system supplies make-up water to the cooling tower at Building #12-400, which serves the department's largest inmate housing unit (1,336 beds, built in 2009).

In late September 2025, TCSO opened a new Evidence Warehouse plumbed for reclaimed water to supply both toilets and an outdoor irrigation system, adding to the County's purple pipe network.

ENVIRONMENTAL RESILIENCE PROGRAM

The Environmental Resilience Program's (ERP) mission is to reduce greenhouse gases in the atmosphere, mitigate the effects of climate change by focusing on nature-based solutions, and foster local resilience to climate hazards. Over the course of FY2025, the ERP team helped drive the following achievements.

REGIONAL CLIMATE COLLABORATION

Led the County's application to the Center for Climate and Energy Solutions (C2ES) to bring their Climate Resilient Communities Accelerator to the Austin-San Antonio corridor. Once the region was selected, ERP has acted as liaison between C2ES, Commissioners Court members, staff, and regional partners.



FLOOD RESPONSE & COMMUNITY SUPPORT

After the July floods in northwest Travis County, ERP worked as part of the County's response team to connect residents with debris removal and disposal assistance programs.

REGIONAL CLIMATE ACTION PLANNING

Worked with ICLEI USA to plan for implementation of the 5-county Comprehensive Climate Action Plan (CCAP) in Travis County. ICLEI's analysis identified which CCAP strategies will have the biggest impact on reducing climate pollution and maximize community benefits. It also assessed what level of action would be needed to get close to net zero. This analysis will help Travis County and community partners prioritize investment and actions.



COUNTYWIDE EMISSIONS REDUCTION EFFORTS

Convened an internal, cross-departmental group to document how Travis County is reducing the emissions of harmful greenhouse gases in the community through programs, policies, and funding. A range of efforts were identified, including weatherization programs, Public Improvement District policies, and investments in transportation -- from expanding bus lines to creating bicycle, pedestrian, and trail improvements on and off County roads.

NEXT STEPS

Travis County has made measurable progress in reducing emissions and advancing sustainable operations. Continued success, however, will require stronger coordination across departments to ensure that all efforts align with the County's climate objectives.

Despite several notable successes this year, not all operational indicators moved in the desired direction. The County is committed to addressing these setbacks and accelerating progress toward its climate goals. Several initiatives already underway will support this effort. The Transportation and Natural Resources Department is assessing opportunities to transition its electrical utility accounts into green-utility programs such as Austin Energy's GreenChoice. The Facilities Management Department is working to restore and expand the Purple Pipe reclaimed-water system throughout its downtown facilities to reduce potable-water demand. The Operational Sustainability Team intends to expand its education and outreach efforts to strengthen participation in waste-diversion programs and promote environmentally preferable purchasing.

The County remains firmly committed to achieving net-zero organizational emissions by 2030, a goal that will require unified leadership and consistent implementation of the strategies outlined in the updated 2026 Climate Action Plan, the County's primary roadmap for emissions reduction. Deeper engagement with the plan across all departments is essential to maintaining progress and meeting this target.



THANK YOU!

As we present this year's annual sustainability report, we extend our heartfelt gratitude to everyone who has contributed to our journey toward a more sustainable future. This report is the result of the collective efforts and dedication of our elected officials, employees, partners, stakeholders, and communities, who share our commitment to making a positive impact on the world around us.

WE ARE ESPECIALLY GRATEFUL TO THE INDIVIDUALS AND ORGANIZATIONS WHO MADE THIS ALL POSSIBLE, INCLUDING, BUT NOT LIMITED TO:

ELECTED OFFICIALS

Travis County Judge Andy Brown
Commissioner Jeff Travillion, Precinct 1
Commissioner Brigid Shea, Precinct 2
Commissioner Ann Howard, Precinct 3
Commissioner Margaret Gómez, Precinct 4

COUNTY DEPARTMENTS & TEAMS

Auditor's Office	Sheriff's Office
Constables	TNR-Air Quality
Emergency Services	TNR-Environmental Resilience
Facilities Management Department (FMD)	TNR-Finance
Health & Human Services (HHS)	TNR-Fleet
Human Resources Management Department (HRMD)	TNR-Natural Resources
Information Technology Service (ITS)	TNR-Operational Sustainability
Juvenile Probation	TNR-Parks
Planning & Budget Office (PBO)	TNR-Parks Land Management
Public Information Office	TNR-Road&Bridge
Purchasing Office	TNR-Stormwater
	TNR-Water Quality

EXTERNAL PARTNERS & VENDORS

Austin Energy	Green-e
Austin Metal & Iron	JJ's Waste & Recycling
Austin Water	Office Depot
Austin Wood Recycling	OVOL USA
Balcones Recycling/Circular Services	Pollock
Break It Down	Republic Services
CapMetro	Sharps Compliance
City of Austin	Take 2 Direct LLC
CMC Recycling	Texas Disposal Systems
DRC Emergency Services	Trilogy Med Waste
ICLEI Local Governments for Sustainability	Urban Sustainability Directors Network
Iron Mountain	Veolia
Grainger	

APPENDIX: GLOSSARY OF TERMS

The following terms are used throughout the FY2025 Travis County Sustainability Report. Definitions are provided to support transparency and accessibility for all readers.

Carbon Dioxide Equivalent (CO₂e): A measure that expresses the impact of various greenhouse gases in terms of the amount of carbon dioxide needed to produce the same global warming effect.

Carbon (or Greenhouse Gas) Footprint: The amount or calculated value of greenhouse gas emissions that are associated with the activities of an individual or other entity (i.e. building, organization, nation, etc.).

Carbon Factor / Carbon Intensity: The amount of carbon dioxide emitted per unit of energy produced. It indicates how “clean” or “polluting” an energy source or electricity grid is.

Climate Change: The process in which there is a shift in the Earth’s average weather patterns primarily due to human activities.

Composting: The biological process of decomposing organic materials, such as food scraps, yard waste, and paper, into a nutrient-rich soil amendment. Composting diverts organic waste from landfills, where it would otherwise produce methane, a potent greenhouse gas. Composting also returns valuable nutrients to the soil.

Diversion Rate: The percentage of waste materials that are diverted away from landfill disposal through recycling, composting, reuse, or other recovery methods. A higher diversion rate indicates more effective waste reduction and resource recovery efforts.

Environmental Resilience: The capacity of an ecosystem to respond to disturbances by resisting damage and subsequently recovering.

Greenhouse Gas Emissions: Gases (i.e. carbon dioxide, methane, water vapor, etc.) that are emitted into the atmosphere and can absorb infrared radiation (heat energy) and redirect it back to the Earth’s surface, thus contributing to global warming.

Greenhouse Gas Inventory: A detailed list of all greenhouse gas emissions produced by a specific source or activity.

Green Utility Programs: Voluntary programs offered by utilities that allow customers to purchase electricity generated from renewable sources or to support renewable energy development. Travis County participates in Austin Energy’s GreenChoice program, which provides verified Renewable Energy Credits from wind energy.

Household Hazardous Waste (HHW): Leftover household products that contain corrosive, toxic, ignitable, or reactive ingredients, such as paints, solvents, pesticides, batteries, and cleaning products. HHW requires special handling and disposal to prevent harm to human health and the environment.

Location-Based Method: The method of calculating Scope 2 Emissions using the average emissions of the local electricity grid where the energy is consumed.

Market-Based Method: The method of calculating Scope 2 Emissions using the specific carbon factors/carbon intensity of the electricity purchased, based on contracts or products offered such as renewable energy programs or certificates.

Municipal Solid Waste (MSW): Any discarded material that is not liquid or gas, including everyday trash, recyclables, organic materials, and certain hazardous items. Solid waste management includes collection, processing, recycling, composting, and disposal in landfills or incinerators.



APPENDIX: GLOSSARY OF TERMS

Nature-Based Solutions (NbS): Actions aimed at protecting, conserving, restoring, and sustainably managing natural or modified ecosystems.

Net-Zero Emissions: The state where the amount of greenhouse gas released into the atmosphere is equal to the amount removed.

Potable Water: Water that meets safe drinking water standards and is suitable for human consumption, cooking, and personal hygiene. Potable water is treated and distributed through municipal water systems and is the primary water source for most County facilities.

Purple Pipe System: The City of Austin's reclaimed water system.

Reclaimed Water: Wastewater from homes and businesses that has been treated and recycled and is safe for non-potable water usage such as irrigation, toilet flushing, and air conditioning systems.

Renewable Energy (aka Green Energy): Energy made from natural resources that can be replenished on a human timescale (i.e. solar, wind, hydropower, etc.).

Renewable Energy Credits: Credits that are sold to offset carbon emissions or meet renewable energy targets. RECs are issued when one megawatt-hour (MWh) of electricity is generated and delivered to the electricity grid from a renewable energy source.

Residual Mix: The *average* carbon intensity of electricity that is not covered by specific renewable energy claims such as Renewable Energy Credits (RECs). It reflects the emissions from the leftover electricity supply once all claimed renewable power has been taken out.

Scopes: A framework developed by the Greenhouse Gas Protocol to categorize the sources of an organization's greenhouse gas emissions into three distinct scopes, helping to distinguish between direct and indirect emission sources.

Scope 1 Emissions: Direct greenhouse gas emissions from sources owned or controlled by the organization. Examples include combustion of natural gas in County-owned buildings, fuel burned in County fleet vehicles, and emissions from on-site generators.

Scope 2 Emissions: Indirect greenhouse gas emissions from the generation of purchased electricity, heat, steam, or cooling consumed by the organization. These emissions occur at the power plant or utility, not at County facilities, but are attributed to the organization based on energy consumption.

Scope 3 Emissions: All other indirect greenhouse gas emissions that occur in an organization's value chain, both upstream and downstream, that are not included in Scope 1 or 2. For Travis County, this includes categories such as employee commuting, , and waste sent to landfill.

Single-Stream Recycling: A recycling system in which all accepted recyclables are collected in a single bin and sorted at a Materials Recovery Facility (MRF).

Solar Reflectivity Index (SRI): A measure of how well a surface reflects solar energy. Higher SRI means the surface stays cooler in sunlight, which helps reduce heat absorption and urban heat island effects.

Universal Waste: A category of hazardous waste that includes items generated through business operations such as fluorescent lamps, batteries, pesticides, and mercury-containing equipment. Universal waste is subject to streamlined regulatory requirements to encourage proper recycling and disposal rather than landfilling.

Waste Diversion: The process of diverting waste materials away from the landfills towards more environmentally friendly alternatives.



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, August 4, 2026

AGENDA LANGUAGE: Consider and take appropriate action to approve work orders for research and professional services as provided in the multi-year Interlocal Agreement between Travis County and The University of Texas at Austin previously approved by the Commissioners Court on December 16, 2025

Prepared By: Cynthia C. McDonald, County Executive, TNR **Phone #:** (512) 854-9383

Department Head: Cynthia C. McDonald, County Executive, TNR

Sponsoring Court Member: Andy Brown, County Judge

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

BACKGROUND/SUMMARY OF REQUEST:

On December 16, 2025, the Commissioners Court approved a multi-year interlocal agreement with The University of Austin ("UT") to (1) continue dye-tracing studies in western Travis County, (2) conduct future County-wide hydrogeologic studies, and (3) provide expert testimony if needed.

The purpose of the multi-year interlocal agreement (the "Master ILA") is to streamline the process for engaging UT to conduct research projects so that the County can quickly engage UT to provide services to the County without the necessity of amending the agreement each time a new research project arises or each time the scope of a research project changes. The interlocal agreement authorized the TNR County executive and her designees to execute and amend work orders with respect to research projects and also authorized the TNR County executive to (1) unilaterally extend the time for UT to complete tasks and provide deliverables set forth in each work order and (2) authorize additional funding for each work order, subject to availability of that funding.

The agenda language for approval of the interlocal agreement specifically referenced The University of Texas at Austin Bureau of Economic Geology ("UTBEG"). However, the interlocal agreement allows for UT to provide research, consulting, and technical assistance on a variety of projects for the County, including research for projects by UT departments other than UTBEG.

The purpose of this agenda item is for the Commissioners Court to confirm the Commissioners Court's approval of work orders as provided in the interlocal agreement, including research projects that would be conducted by UT departments other than UTBEG.

STAFF RECOMMENDATIONS:

County staff recommends that the Commissioners Court confirm that the Master ILA can be used by the County to obtain UT's research, consulting, and technical assistance for a variety of research projects, including research by UTBEG and other UT departments.

ISSUES AND OPPORTUNITIES:

The Master ILA provides for a streamlined process by which the County can, subject to funding availability, act quickly to engage UT to provide research, consulting, and technical assistance for a variety of research projects, including research by UTBEG and other UT departments. Research projects are requested on a project-by-project basis, and the Master ILA specifically provides that it

is not necessary to amend the Master ILA each time a new project or a project scope needs to be revised.

County staff anticipate submitting at least two new work orders to UT in the near future to obtain UT's services on two different research projects that would be conducted by UT departments other than UTBEG. Under the Master ILA, steps for undertaking the research projects (for example, hiring staff and procuring equipment) could then begin as soon as the work orders are executed by UT authorized staff and the TNR County Executive or her designees, all without time delays that would otherwise be necessitated by having to amend the agreement.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Master interlocal agreement approved by the Commissioners Court on December 16, 2025

REQUIRED AUTHORIZATIONS:

N/A

CC:

Sydnia Crosbie	Chief Deputy	TNR	(512) 854-7682
Tanner Voekel	Assistant Director of Planning & Administration	TNR	(512) 854-7675
Emily Ackland	NREQ Division Director	TNR	(512) 854-7212
Jeremy Hull	Assistant Director – Natural Resources	TNR	(512) 998-3514
Debra Scott	Environmental Project Manager	TNR	(737) 529-0860
Julie Joe	Assistant County Attorney	TCAO	(512) 854-9513



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, December 16, 2025

Agenda Language:

Consider and take appropriate action to approve a multi-year Interlocal Agreement between Travis County and The University of Texas at Austin Bureau of Economic Geology for research, consulting, and technical assistance relating to continuing and expanding a dye trace study and for ongoing hydrogeologic and professional services (Commissioners Travillion & Howard).

Prepared By/Phone Number: David Peyton, Project Manager, 512-854-7686

Elected/Appointed Official or Department Head: Cynthia McDonald

Commissioners Court Sponsor(s): Commissioner Travillion, Sr., Precinct One
Commissioner Howard, Precinct Three

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

The County's Transportation and Natural Resources Department (TNR) manages open space, parks, preserves, and other lands within Travis County (together, "County-managed lands"). Travis County has invested extensively in studies to document the natural habitats and groundwater resources of County-managed lands to better protect these assets. To date, much support has been directed toward research in western Travis County (e.g., Hamilton Pool Preserve, Reimers Ranch, and lands within the Balcones Canyonlands Preserve). The County wishes to build upon these studies and expand the scope to additional areas, including to the east of Interstate Hwy 35.

Since 2020 The University of Texas at Austin, Bureau of Economic Geology (UTBEG) has provided hydrogeologic services to Travis County thereby establishing a strong professional relationship, including expert witness support for contested case hearings. UTBEG, established in 1909, is the oldest research unit of UT and functions as the State Geological Survey of Texas; its mission is to serve society by conducting objective, impactful, and integrated geoscience research in energy, environmental, and economic disciplines. Groundwater resources, groundwater-surface water interaction, and land surface mapping/utilization are among the focus areas of UTBEG's environmental research.

UTBEG, in cooperation with Travis County and the Southwestern Travis County Groundwater Conservation District, has conducted studies resulting in a more complete picture of the groundwater resources in western Travis County, especially near Hamilton Pool Preserve and Reimers Ranch Park. A dye trace study intended to define subsurface groundwater flow to critical springs was initiated under previous agreements but yielded limited results due to prolonged drought that has limited subsurface flow of dye-laden groundwater to target springs. In June 2025 UTBEG delivered a report on

results obtained through the initial dye trace study period (April 2024 – April 2025) along with reports on companion groundwater resource studies conducted in southwestern Travis County (<https://dataverse.tdl.org/dataverse/hamiltonpool>).

In addition to leading an expert team of UTBEG geoscientists conducting and reporting on groundwater resource studies on behalf of Travis County, UTBEG Principal Investigator Brian Hunt also produces and participates in outreach activities such as story maps. Please see for example:

<https://storymaps.arcgis.com/stories/4c6c1a79bf834617b73c8a6f9f40340b> and <https://www.beg.utexas.edu/node/8775>.

Travis County desires to utilize UTBEG's expertise in hydrogeology: groundwater availability, quality, and data collection; mapping; on an ongoing basis. Entering into a multi-year agreement will provide Travis County a more efficient process to engage with UTBEG in a continued, long-term relationship. UTBEG has facilities, trained personnel, expertise, and equipment to accomplish associated projects.

TNR is seeking approval of a multi-year ILA between Travis County and UTBEG to (1) continue the dye trace study in western Travis County, (2) conduct future County-wide hydrogeologic studies, and (3) provide expert witness testimony if needed. Each project would be initiated by means of a work order that defines the scope of work, the deliverables, and funding. The ILA would authorize the TNR County Executive and her designees to execute and amend work orders on behalf of the County. In addition, the ILA would authorize the TNR County Executive to unilaterally (1) extend the time for UTBEG to complete the tasks and provide the deliverables set forth in each work order and (2) authorize additional funding for each work order, subject to availability.

The first two work orders would continue and expand dye trace studies and will require initial funding of \$16,000 as detailed in Project 1 Work Orders 1 and 2. Subsequent projects and work orders will be subject to available funds as approved by the Travis County Commissioners Court.

Staff Recommendations:

The staff recommends consent approval of the ILA.

Issues and Opportunities:

Many areas of Travis County like Hamilton Pool Preserve and Reimers Ranch Park are considered “gems” of Travis County not only for the considerable investment Travis County has expended, but also for their critical ecological habitats and considerable revenue source. These areas also provide County residents with enjoyment and recreation, enhancing their health and safety. If not protected, future use, health and safety, and revenue from these areas will be threatened. It is imperative that we continue to study and delineate the source(s) of water to these areas as well as other Travis County managed lands.

The results of hydrogeological studies to delineate springsheds of Hamilton Pool Preserve and Reimer's Ranch Park have provided a scientific basis for considering

future development regulations and delineation of groundwater management zones, both of which will hopefully encourage conservation. Dye trace and other hydrogeological studies like those being conducted in southwestern Travis County show how groundwater flows through the subsurface; these need to be continued and expanded to include additional areas in Travis County.

The dye trace study initiated by UTBEG in Spring 2024 is ongoing. To prevent potential loss of data, BEG continued sampling after Travis County funding ended June 30, 2025; however, some sample packets still need to undergo laboratory analysis. Additional future dye sampling during what will hopefully be periods of higher rainfall should yield a better understanding of subsurface flow to springs. During previous phases of work, UTBEG installed new monitoring wells near Hamilton Creek on Gene Reimers’ ranch between the Hamilton Pool Preserve and Reimers Ranch Park. UTBEG also wishes to expand the dye trace study to include these features.

Travis County desires to have professional support for additional studies that could include all portions of Travis County. For example, there is limited knowledge of groundwater availability in eastern Travis County. Travis County parks in both eastern and western portions of the County are experiencing shortages in groundwater supply. Installation of monitoring equipment in already planned, new water supply wells at parks (for example, Pace Bend Park and East Metropolitan Park) could serve multiple purposes such as providing groundwater data and providing water for firefighting.

UTBEG is widely recognized for expertise in geological research. Expanding the relationship that has been developed will continue to yield new and progressive management tools. The data provided by multiple studies would also be beneficial to other agencies such as the Texas Water Development Board, the Lower Colorado River Authority (LCRA) and the Southwestern Travis County Groundwater Conservation District (SWTCGCD). Data sharing could lead to new funding sources and cooperative agreements.

Fiscal Impact and Source of Funding:

\$16,000

Required Authorizations:

Cynthia C. McDonald	County Executive	TNR	(512) 854-9418
Tanner Voekel	Asst. Director Admin & Plannning	TNR	(512) 854-7675
Emily Ackland	Division Director NREQ	TNR	(512) 854-4629

CC:

Julie Joe, Asst. County Attorney, CAO, (512) 854-9513

Attachments:

- 1. UTAUS-MAG00000121_Travis Co_UT Austin_MASTER ILA_PE

MASTER INTERLOCAL AGREEMENT No. UTAUS-MAG00000121
BETWEEN
TRAVIS COUNTY, TEXAS
AND
THE UNIVERSITY OF TEXAS AT AUSTIN
FOR
RESEARCH, CONSULTING, AND TECHNICAL ASSISTANCE

THIS MASTER INTERLOCAL AGREEMENT (“Master Agreement”) is entered into by and between Travis County, a political subdivision of the State of Texas (the “County”), and The University of Texas at Austin, an institution of higher education and agency of the State of Texas (the “University”) (hereinafter each referred to individually as a “Party” and collectively as the “Parties”), acting by and through their respective governing bodies, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

RECITALS:

WHEREAS, this Master Agreement is authorized by Chapter 791 of the Texas Gov’t Code; and

WHEREAS, the County is a local government entity as that term is defined in Tex. Gov’t Code Sec. 791.003 and the University is an institution of higher education and part of a university system as defined in Tex. Gov’t Code Sec. 791.035 and Tex. Edu. Code Sec. 61.003; and

WHEREAS, the University is considered by the County to be qualified to conduct research projects (the “Projects”) on the performance of the County’s governmental functions, so as to allow the County to identify innovative solutions for serving County residents and addressing local challenges; and

WHEREAS, the County desires to engage the University to conduct the Projects; and

WHEREAS, the research will be focused on the performance of governmental functions or services as that is defined in Tex. Gov’t Code Sec. 791.003(3); and

WHEREAS, the County and the University anticipate working together on a range of governmental functions or service Projects over the period governed by the Master Agreement; and

WHEREAS, payment under the Master Agreement will be made based on a cost-recovery method, and therefore the Projects are not subject to competitive procurement under Tex. Gov’t Code Sec. 791.035; and

WHEREAS, the Projects will help the County to achieve its Strategic Goals and advance its Mission; and

WHEREAS, both Parties desire to enter into this Master Agreement to outline common terms and streamline the process of researching the performance of the County's governmental functions, so as to promote innovation, develop new insights, and otherwise assess how the County can best carry out the performance of governmental functions in the 21st century;

NOW THEREFORE, it is agreed between the Parties hereto that:

AGREEMENT

ARTICLE I PURPOSE

The purpose of this Master Agreement is to establish pre-negotiated terms and conditions, as well as a framework for research, consulting, and technical services to be exchanged between the University and the County.

ARTICLE II COUNTY RESPONSIBILITIES

- (i) The County will initiate each Project via a Work Order as provided in Article IV.
- (ii) The County agrees to provide data as needed to conduct each Project. The County shall have the sole discretion to determine what County data will be shared with the University for the purpose of each Project.
- (iii) The County may make staff available to assist with the data sharing and other work required for each Project.

ARTICLE III UNIVERSITY RESPONSIBILITIES

The University shall provide Projects to the County pursuant to the terms of this Master Agreement. The Projects may include, but are not limited to:

- (i) academic research involving University faculty, staff, or students;
- (ii) community-based research;
- (iii) program evaluation;
- (iv) best practice studies;
- (v) strategic planning assistance;
- (vi) data analysis;
- (vii) survey research; and
- (viii) use of County departments / services / data for academic research by faculty or students.

The University will administer the services in a manner satisfactory to the County and consistent with any standards required under the terms and conditions of this Master Agreement, or any

special conditions required by any County funding source as set forth in the Work Order (as defined below) and mutually agreed upon by the Parties.

The University agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Master Agreement shall be reviewed and approved by the appropriate Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable, and that it will follow current and duly approved research protocols for all periods of the applicable Work Order involving human and/or vertebrate animal research. University certifies that its IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. University certifies that any submitted IRB/IACUC approval represents a valid, approved protocol that is entirely consistent with the project associated with the applicable Work Order.

ARTICLE IV WORK ORDERS

The County shall initiate each Project with the University by providing the University with a “Work Order” in the format attached to this Master Agreement as **Exhibit A**. The compensation for each individual Work Order shall be as stated in the Work Order. The Parties must both agree to and sign a Work Order before commencing a Project described in a Work Order.

Each Work Order shall include, at a minimum:

- (i) Project title and a description of the Projects to be performed, including any deliverables;
- (ii) Identification of relevant County and University Departments, a principal investigator, and points of contact from the County and the University;
- (iii) The cost of the Projects performed, including a detailed Project budget if required;
- (iv) The period of performance of the Work Order;
- (v) Invoicing Instructions;
- (vi) Description of any data to be shared;
- (vii) The University’s determination of whether IRB review and approval are required;
- (viii) Special terms and conditions, including reporting requirements; and
- (ix) Any other information required to carry out the Work Order.

The County and the University may collaborate on pursuing federal, state, local, and private grant funding for any project to be covered by a Work Order under this Master Agreement. However, the County’s acceptance, commitments, obligations or expenditures toward a grant purpose must be approved in accordance with County procedures.

Any alterations, variations, modifications, or waivers of provisions of an approved Work Order shall be made in writing executed by the authorized signatories of both Parties to that Work Order. If there is any conflict between the terms of the Master Agreement and a Work Order, the terms

of this Master Agreement shall prevail, unless otherwise required by the grant terms funding the project covered by a Work Order.

ARTICLE V TERM AND COMMENCEMENT

The term of this Master Agreement commences on December 16, 2025 and shall continue in full force and effect through December 31, 2031, unless terminated prior to expiration.

ARTICLE VI TERMINATION AND DISPUTE RESOLUTION

- a. **Default.** A Party shall be in default under this Agreement if the Party fails to fully, timely, and faithfully perform any of its material obligations under this Agreement, and following receipt of written notice of such failure fails to timely cure the failure within thirty (30) business days.
- b. **Termination for Cause.** In the event of a default by a Party, the other Party will have the right to terminate the Agreement for cause, by written notice delivered by certified mail to the Party in default. Unless the Party giving notice specifies a different time in the notice, the Agreement is terminated thirty (30) business days after the date of the notice. During this time period, the Party alleged to be in default may cure the default or provide evidence sufficient to prove to the other party's reasonable satisfaction that the default does not exist or will be cured in a time satisfactory to the Party alleging default. Each Party's rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by Texas law.
- c. **Termination for Convenience.** This Master Agreement may be terminated by either Party by giving ninety (90) days' written notice to the other Party of its intention to terminate. Work Orders executed by both Parties will continue in effect unless one Party provides the other with thirty (30) days' advance notice, in writing, of its intention to terminate.
- d. **Dispute Resolution.** If a dispute arises between the Parties regarding performance under this Agreement, which the Parties are unable to resolve through negotiation, the Parties agree that the dispute will be submitted for mediation before any suit is filed. If mediation does not successfully resolve the dispute, each Party is free to pursue other remedies available to them.

ARTICLE VII INVOICES AND PAYMENT

a. Invoices

- i. The County agrees to pay the University the amount invoiced, with the understanding that the University will maintain and provide all documents, receipts, timesheets, invoices and other information to show salary and other expenses, as requested.

- ii. The University shall submit cost-incurred invoices for work completed in accordance with the scheduled milestones and objectives listed in each Work Order.
- iii. Proper Invoices must include a unique invoice number, the Work Order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized.
- iv. The University must submit invoices which include documentation of names of graduate students, level of effort, description of work performed, and any related expenses/costs associated with the Project. Each invoice must have a unique invoice number.
- v. Unless otherwise expressly authorized in the Work Order, the University shall pass through all subcontract and other authorized expenses at actual cost.
- vi. Invoices will include appropriately charged indirect costs, following the University's active indirect cost rate agreement and associated policy.
- vii. Federal excise taxes, State taxes, and local sales taxes must not be included in the invoiced amount. The County will furnish a tax exemption certificate upon request.
- viii. The University will provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any contract funds are payable.

b. Payment

- i. All proper invoices received by the County will be paid within thirty (30) calendar days of the County's receipt of the invoice, provided University has met required milestones to date.
- ii. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the County may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- iii. Payment will be made by electronic transfer of funds. The University agrees that there shall be no additional charges, surcharges, or penalties to the County for payments made by electronic funds transfer.
- iv. The County's payment obligations are payable only and solely from funds appropriated and available for this Master Agreement and each Work Order. The

absence of appropriated or other lawfully available funds shall render the Master Agreement and affected Work Orders null and void to the extent funds are not appropriated or available. The County shall provide the University written notice of the failure of the County to make an adequate appropriation for any fiscal year to pay the amounts due under the Master Agreement or Work Order, or the reduction of any appropriation to an amount insufficient to permit the County to pay its obligations under the Master Agreement or Work Order. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the County, however University will be paid for work performed prior to termination or non-appropriation.

v. Payments should be made to the University of Texas at Austin, and submitted to the following address:

The University of Texas at Austin
Accounting and Financial Management
110 Inner Campus Drive
Mail Stop K5300
Austin, TX 78712
Notices:
osp-postaward@austin.utexas.edu
ospfundmanagement@austin.utexas.edu
[u](#)

(512) 471-6231

vi. Project costs shall not exceed the costs identified in the Project's Work Order unless mutually agreed upon in a writing signed by both Parties. Prior to requesting funding above the amount allotted in the Work Order, the University shall provide a preliminary report or analysis of the Project results to the County.

ARTICLE VIII FISCAL FUNDING

The financial obligations of the Parties, if any, under this Master Agreement are contingent upon the availability and appropriation of sufficient funding. Each Party paying under this Master Agreement must make those payments from current revenues available to the paying Party. Any Party may withdraw from this Master Agreement without penalty in the event that funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE IX SELF-INSURANCE

Each Party is self-insured and therefore an insurance policy is not required. Each Party will provide proof of self-insurance upon request. To the extent allowed by Texas law, each Party agrees to be responsible for its own proportionate share of liability for its negligent acts and

omissions for claims, suits, and causes of action, including claims for property damage, personal injury, and death, arising out of or connected to this Master Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Master Agreement, and related Work Orders, will not be deemed a negligent act.

ARTICLE X NO ENDORSEMENT

In no event shall either Party state or imply in any publication, advertisement, or other medium that the other Party has approved, endorsed, or tested any Project. In no event shall the Parties' performance of the scope of Projects described in Section II be considered the basis for any endorsement of a product or service.

ARTICLE XI USE OF NAME OR LOGO

Each Party agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the other Party or the name of any representative of the other Party in any sales promotion work or advertising, or any form of publicity, without the prior written permission of the other Party in each instance.

ARTICLE XII PUBLICATIONS AND DISTRIBUTIONS

The University may publish or otherwise disseminate the research result from any work undertaken pursuant to a Work Order unless the Work Order identified any Confidential Information that would not be subject to public release. The University will provide co-author credit to County staff where County staff co-author any written work for publication. University will provide appropriate acknowledgement of County funding for the project and will provide to the County a copy of the manuscript or presentation first disseminating the research results for the County's review at least thirty (30) days prior to publication or presentation. University will consider the County's comments and suggested modifications.

ARTICLE XIII OWNERSHIP AND USE OF INTELLECTUAL PROPERTY

All intellectual property developed prior to, or outside, this Master Agreement ("Background Intellectual Property") and disclosed in connection with a Work Order initiated under this Master Agreement shall remain the exclusive property of the Party introducing and/or disclosing such Background Intellectual Property to the other Party. The Parties agree that the use of such Background Intellectual Property for purposes under this Master Agreement does not constitute permission, whether implied or otherwise, to use the aforementioned Background Intellectual Property for any purpose beyond the scope of an applicable Work Order.

All intellectual property, including copyrightable works and patentable inventions, developed under this Master Agreement (“Foreground Intellectual Property”) shall be owned by the Party or Parties whose employees develop such Foreground Intellectual Property. For the avoidance of doubt, title to all Foreground Intellectual Property made solely by University under this Master Agreement shall reside in University, title to all Foreground Intellectual Property made solely by County shall reside in County, and title to all Foreground Intellectual Property made jointly by University and County shall reside jointly in University and County.

The University hereby licenses and grants to the County a permanent, irrevocable, nonexclusive, non-commercial, and royalty-free license to use, reproduce, copy, publish, prepare derivative works from, distribute to the public, perform, and display publicly for or on behalf of the County, the intellectual property rights in the copyrightable deliverables developed as part of the work under this Master Agreement. The University agrees to grant to the County a nonexclusive, royalty-free license to use all patentable inventions developed by University under this Master Agreement for the County’s non-commercial, internal, governmental purposes.

The University hereby certifies that it will not knowingly infringe on any third-party copyright ownership in the conduct of work under this Master Agreement.

ARTICLE XIV TEXAS PUBLIC INFORMATION ACT

Each Party acknowledges that they are subject to the Texas Public Information Act, currently codified under Texas Government Code Chapter 552 (Public Information Act or Act).

ARTICLE XV CONFIDENTIALITY

The Parties may be granted access to certain of the other Party’s or licensor’s confidential information (including inventions, employee information, confidential know-how, confidential business information, and other information which the Parties or their licensors consider confidential) (“Confidential Information”) to provide the Projects to the County. Confidential Information will be transmitted in writing and clearly marked “Confidential,” “Proprietary,” or similarly, or if disclosed orally will be reduced to writing by disclosing Party, clearly marked “Confidential,” “Proprietary,” or similarly, and transmitted to the receiving Party within thirty (30) days after oral disclosure. The Parties acknowledge and agree that the Confidential Information is the valuable property of the disclosing Party and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information may substantially injure the non-disclosing Party and its licensors. The Parties (including their employees, Subcontractors, agents, or representatives) agree to maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the disclosing Party, or in a manner not expressly permitted under this Master Agreement, unless the Confidential Information is required to be disclosed by law or an order of a court or other governmental authority (including a Texas Attorney General Opinion) with proper jurisdiction. In all cases, the Parties agree to

promptly notify the disclosing Party before disclosing Confidential Information to permit the disclosing Party reasonable time to seek an appropriate protective order. The Parties agree to use protective measures no less stringent than the Parties use in their own business to protect their own most valuable information. In all circumstances, the Parties' protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- A. The Parties agree: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Projects, (ii) not to disclose Confidential Information to any third party other than to each Party's employees subrecipients, and subcontractors who have a need to know the Confidential Information for furtherance of providing the Projects, (iii) to promptly notify the disclosing Party of any request for Confidential Information to be disclosed under any law or order of any court or other governmental authority with proper jurisdiction, so as to permit the disclosing Party reasonable time to seek an appropriate protective order, and (iv) to use measures to protect the Confidential Information that are no less stringent than the Party uses within its own entity to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- B. All Confidential Information and derivations thereof shall remain the sole and exclusive property of disclosing Party, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of the disclosing Party, the non-disclosing Party shall promptly return to the disclosing Party all tangible items of Confidential Information furnished by disclosing Party and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- C. The confidentiality term will be for the term of the Work Order under which Confidential Information is disclosed, and a period of three (3) years after the end date of the relevant Work Order.
- D. The Parties agree that in the event of such a breach or threatened breach of the Master Agreement, in addition to any other available remedies, the disclosing Party may seek temporary and permanent injunctive relief restraining the non-disclosing Party from disclosing or using, in whole or in part, any Confidential Information.

ARTICLE XVI DATA SECURITY

In the course of providing services to the County, the University may gain access to County-owned and County-maintained data. If so, the County and the University desire to keep such data appropriately protected. The University will handle the data it receives from the County in compliance with this provision.

A. **Definitions.** Capitalized terms used in this Section shall have the meanings set forth below:

- (1) “Authorized Persons” mean (i) the University’s employees; and (ii) the University’s Subcontractors and agents who have a need to know or otherwise access Personal Information to enable the University to perform its obligations under this Master Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Master Agreement.
- (2) “Highly Sensitive Personal Information” means an (i) individual's government-issued identification number (including Social Security number, driver’s license number, or State-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual’s financial account; or (iii) biometric, genetic, health, medical, or medical insurance data.
- (3) “Personal Information” means information provided to the University by or at the direction of the County, information which is created or obtained by the University on behalf of the County, or information to which access was provided to the University by or at the direction of the County, in the course of the University’s performance under this Master Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly Sensitive Personal Information.
- (4) “Security Breach” means (i) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by the University or any Authorized Persons, or by the County should the University have access to the County’s systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of the University or any Authorized Persons or a breach or alleged breach of this Master Agreement relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

B. Standard of Care:

- (1) The University acknowledges and agrees that, during the term of this Master Agreement, the University may create, receive, or have access to Personal Information. For any Personal Information, the University shall comply with this Section in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Persons.
- (2) Personal Information, as defined in Section 3. A, is deemed to be Confidential Information of the County and is not Confidential Information of the University. In the event of a conflict or inconsistency between this Section and any other section of this Master Agreement, the terms and conditions of this Section shall govern and control.
- (3) The University agrees and covenants that it shall:
 - a. Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
 - b. Not create, collect, receive, access, or use Personal Information in violation of law;
 - c. Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Master Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for the University's own purposes or for the benefit of anyone other than the County, in each case, without the County's prior written consent; and
 - d. Not, directly or indirectly, disclose Personal Information to any person other than Authorized Persons, without the County's prior written consent.
- (4) The University represents that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information does and shall comply with all applicable Federal and State privacy and data protection laws, as well as all other applicable regulations and directives.

The University shall implement and maintain a written information security program, including appropriate policies, procedures, and risk

assessments that are reviewed and updated in accordance with applicable requirements.

The University shall store and process all Personal Information within the contiguous United States.

- (5) If the University has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit, or other payment cardholder information, the University shall, at all times, remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including by remaining aware at all times of changes to the PCI DSS and by promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the University's sole cost and expense.
- (6) At a minimum, the University's safeguards for the protection of Personal Information shall include: (i) limiting access of Personal Information to Authorized Persons, so that Authorized Persons have only the minimum level of access required to perform the University's obligations under this Agreement; (ii) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment; (vi) encrypting Highly Sensitive Personal Information stored on any media; (vii) encrypting Highly Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Personal Information from information of the University or its other customers so that Personal Information is not commingled with any other types of information; (ix) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at the University's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (x) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; (xi) providing appropriate privacy and information security training to Authorized Persons; and (xii) prohibiting endpoint storage.
- (7) The University shall, at all times, cause Authorized Persons to abide strictly by the University's obligations under this Master Agreement. The University further agrees that it shall maintain a disciplinary/sanctions process to address any unauthorized access, use, or disclosure of Personal Information by any Authorized Person. Upon the County's written request,

the University shall promptly identify for the County, in writing, all Authorized Persons as of the date of such request.

- (8) Upon the County's written request, the University shall provide the County with a network diagram that outlines the University's information technology network infrastructure and all equipment used in relation to fulfilling its obligations under this Master Agreement, including, without limitation: (i) connectivity to the County and all third parties who may access the University's network to the extent the network contains Personal Information; (ii) all network connections, including remote access services and wireless connectivity; (iii) all access control measures (for example, firewalls, packet filters, intrusion detection and prevention services, and access-list-controlled routers); (iv) all backup or redundant servers; and (v) permitted access through each network connection.

C. **Security Breach Procedures:**

- (1) The University shall:
 - a. Provide the County with the name and contact information for an employee of the University who shall serve as the County's primary security contact and who shall be available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
 - b. Notify the County of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after the University becomes aware of it; and
 - c. Notify the County (Travis County Helpdesk) of any Security Breaches by telephone at 512-854-9175 and e-mail at ITS.Helpdesk@traviscountytexas.gov.
- (2) Immediately following the University's notification to the County of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach. If the Security Breach results in the disclosure of Highly Sensitive Personal Information, the County will notify affected persons and may notify the Texas Attorney General in accordance with Texas Business and Commerce Code § 521.053. The University agrees to fully cooperate with the County in the County's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the County with physical access to the facilities and operations affected; (iii) facilitating interviews between the County and the University's employees, Authorized Persons, and others involved in the matter; and (iv) making available all relevant records, logs, files, data

reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise required by the County.

- (3) The University shall, at its own expense, use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to, taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. The University shall reimburse the County for all actual costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation.
- (4) The University agrees that it shall not inform any third party of any Security Breach without first obtaining the County's prior written consent. Further, the University agrees that the County shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in the County's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- (5) The University agrees to maintain and preserve all documents, records, and other data related to any Security Breach.
- (6) The University agrees to fully cooperate, at its own expense, with the County in any litigation, investigation, or other action deemed necessary by the County to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.
- (7) In the event of any Security Breach, the University shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

D. **Return or Destruction of Personal Information:** At any time during the term of this Master Agreement, at the County's written request or upon the termination or expiration of this Master Agreement for any reason, the University shall, and shall instruct all Authorized Persons to, promptly return to the County all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the County that such Personal Information has been returned to the County or disposed of securely. The University shall comply with all directions provided by the County with respect to the return or disposal of Personal Information.

E. **Equitable Relief:** In the event of a breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, in addition to any other remedy to which the County may

be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, notwithstanding any exclusions or limitations in this Master Agreement to the contrary.

- F. **Remediation**: As soon as practicable, and at no additional cost to the County, the University will remedy the source of the Security Incident, as required by the remediation plan.
- G. **Recovery**: Within a reasonable time of completing the remediation plan, the University will provide the County reasonable written assurance declaring full system recovery, signed by an executive with proper authority, attesting that the Security Incident is remediated and shall not recur.

ARTICLE XVII NOTICES

The Parties may make routine communications by e-mail, first-class mail, telephone, or other commercially accepted means. When this Master Agreement requires the Parties to provide notice to each other, notice shall be in writing and must be addressed, hand-delivered, or e-mailed to the person designated for receipt of notice.

A mailed notice shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered only when the addressee receives those notices. Notices delivered by e-mail are considered delivered three (3) business days after transmittal or when received by the addressee, whichever is earlier.

Notice and routine communications concerning this Master Agreement shall be directed to the following Master Agreement representatives. Either Party may designate an alternative addressee, address, or other contact information by notifying the other Party in writing.

UNIVERSITY

Associate Director of Contracting
Office of Sponsored Projects
Peter T. Flawn Academic Center (FAC)
2304 Whitis Ave. Suite 426
Austin, Texas, 78712-1111
Phone: 512-471-6424
Email: osp@austin.utexas.edu

COUNTY

Travis County
Transportation and Natural Resources Department

Natural Resources and Environmental Quality
P. O. Box 1748
Austin, Texas 78767
Attention: Emily Ackland
Phone: 512-854-4208
Email: Emily.Ackland@traviscountytx.gov

ARTICLE XVIII COUNTY'S RIGHT TO AUDIT

The University agrees that the representatives of the County Auditor or other authorized representatives of the County shall have access to, and the right to audit, examine, or reproduce, any and all such records of the University related to performance under this Agreement at the County's expense. The University agrees to refund to the County any overpayments disclosed by any such audit. The County agrees to protect from disclosure the University's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act.

ARTICLE XIX AMENDMENTS

This Master Agreement may be amended only by the mutual written agreement of the Parties. Neither any representation or promise made after the execution of this Master Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and properly executed by each of the Parties. No pre-printed or similar terms on any invoice, Work Order, clickwrap agreement, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

ARTICLE XX NO THIRD-PARTY RIGHTS

Nothing in this Master Agreement, express or implied, is intended to confer upon any person or entity, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Master Agreement.

ARTICLE XXI ADDITIONAL AGREEMENTS

The Parties agree to execute such other and further instruments and documents, including Work Orders, as are or may become necessary or convenient to carry out the purposes of this Master Agreement. Notwithstanding any provision to the contrary, the County Executive of the Travis County Transportation and Natural Resources Department (the "County Executive") may, without the necessity of amending this Agreement, unilaterally extend the time for The University to complete the tasks and provide the deliverables set forth in each Work Order and authorize

additional funding. The County Executive and her designees, are expressly authorized by the County to execute and amend Work Orders on behalf of the County.

**ARTICLE XXII
NO ASSIGNMENT**

The Parties may not assign or transfer their rights under this Master Agreement.

**ARTICLE XXIII
NO WAIVER OF RIGHTS**

Nothing in this Master Agreement shall be deemed to waive, modify, or amend any legal defense available to a Party at law or in equity, including the defense of sovereign or governmental immunity, nor to create any legal rights or claims on behalf of a person not a party to this Master Agreement.

**ARTICLE XXIV
APPLICABLE LAW**

This Master Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court or federal court in Travis County, Texas.

**ARTICLE XXV
SEVERABILITY**

If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Master Agreement remains effective to the extent permitted by law.

**ARTICLE XXVI
ENTIRE AGREEMENT**

This is the complete and entire Master Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Master Agreement may not be modified, discharged, or changed in any respect whatsoever except by further agreement in writing and approved by both Parties.

This Agreement may be executed in separate counterparts, each of which is to be deemed an original, and all such counterparts together shall constitute one and the same instrument. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures

Exhibits:

I. Exhibit A (Work Order Template)

This Interlocal Agreement is executed to be effective the date of the last party to sign.

IN WITNESS WHEREOF, the University and the County have caused this Master Agreement to be executed on their behalf respectively by their proper officers as follows:

FOR THE UNIVERSITY:

By: _____

Name: Mark Featherston

Title: Associate Vice President for Research Administration

Date: 2025-12-09 | 11:55:58 PST

DocuSigned by:

C662057786C341A...

FOR THE COUNTY:

By: _____

Name: Andy Brown

Title: County Judge

Date: 12/17/2025 | 2:01 PM PST

DocuSigned by:

C21317DB291D47D...

Exhibit A

Work Order No. (Template)

Under Master Agreement No. UTAUS-MAG-00000121

[Project Name/Title]

[Lead Travis Co Department] and [Lead University Department]

Purpose

This proposed study will ... [fill in purpose of study/research project].

Background

Project Timeline

This Work Order shall be effective as of the date of last signature and shall remain in effect until _____.

Statement of Work (Please include the questions to be researched)

Project Deliverables

University agrees to complete and submit the following deliverables:

Deliverable Name:

Due Date:

Budget (not to exceed \$XXX)

Period of Performance	_____ Months
Budget Category	Amount
Personnel / Salary	
Fringe Benefits	
Travel	
Tuition	
Consultants / Services	
Subcontracts	
Materials & Supplies	
Other	
Total Direct Costs	
Indirect Costs	
Total Cost Estimate	

Funding Source	Department - Unit - Object Code	Finance Contact name	
FDU		Phone #	
		Email	

Invoicing Instructions

In accordance with the terms of the Master Agreement, the University shall submit monthly invoices to Travis County at the following address:

Special Terms and Conditions (if necessary)

The University has determined that Institutional Review Board or Institutional Animal Care and Use Committee review and approval are required in accordance with Article III of the Master Agreement, due to research on non-exempt human and/or vertebrate animal subjects:

Yes ☐ No ☐

Data Security Requirements

This project requires access to the following Travis County data:

Travis County Data is considered:

Personal Data Yes ☐ No ☐

Highly Sensitive Personal Data Yes ☐ No ☐

Project Managers/Principal Investigator (PI)

UNIVERSITY

[Name of University Representative]

[Title of University Representative]

[Address]

Phone: 512-

Email:

Travis County

[Name of County Representative]

[Title of County Representative]

[Address]

Phone: 512-

Email:

Project Manager(s) may be changed by mutual written agreement of the Parties.

Other Key Personnel Involved

The Effective Date of this Work Order is the date of last signature.

Executed by:

Travis County

UNIVERSITY of TEXAS at AUSTIN

Name: _____

Name: **Jessica Fernandez, JD**

Title: _____

Title: Associate Director of Contracting

Date: _____

Date: _____

Approved by Travis County Court:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Name: Julie Joe _____

Title: Assistant County Attorney

Date: _____



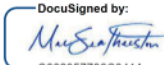
Certificate Of Completion

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Source Envelope:		
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Certificate Pages: 1	Initials: 0	Jessica Fernandez Vizcarra
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mdf728@eid.utexas.edu		Viewed: 12/9/2025 11:51:52 AM
AVP for Research Admin		Signed: 12/9/2025 11:55:58 AM
University of Texas at Austin	Signature Adoption: Uploaded Signature Image	
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Consider and take appropriate action on board and committee assignments and appointments for Commissioners Court members. (Judge Brown)

Prepared By/Phone Number: Leo Carneiro, Agenda Coordinator, 512-854-9229

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Approve the minutes for the July 7, July 14, July 21, and July 28, 2026, Voting Sessions. (Judge Brown)

Prepared By/Phone Number: Lola Ogunro, Commissioners Court Specialist,

Elected/Appointed Official or Department Head: Dyana Limon-Mercado

Commissioners Court Sponsor(s): Judge Andy Brown

Press Inquiries: Perdita Henry Perdita.Henry@traviscountytx.gov (512-854-5236)

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Receive briefing and take appropriate action regarding Travis County security and information security issues.^{1,4 & 6} (Commissioners Travillion & Howard)

Prepared By/Phone Number: Randy Lott, ITS Division Director, 512-854-5847

Elected/Appointed Official or Department Head: Maurice McCreary

Commissioners Court Sponsor(s): Commissioner Travillion, Commissioner Howard

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

To be discussed in Executive Session.

Staff Recommendations:

To be discussed in Executive Session.

Issues and Opportunities:

To be discussed in Executive Session.

Fiscal Impact and Source of Funding:

To be discussed in Executive Session.

Required Authorizations:

Jeffrey Travillion, Commissioner Precinct One

Ann Howard, Commissioner Precinct Three

Maurice McCreary, Jr., County Executive for Technology and Operations

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Receive briefing and take appropriate action regarding offers received from private property owners for the sale of real property and temporary easement rights affiliated with four parcels of land – Parcels #1, 1TE, 2, 2TE – necessary for infrastructure improvements planned for River Fern Court in Precinct Three.^{1&2} (Commissioner Howard)

Prepared By/Phone Number: Gregory Chico, Division Manager - Real Estate, 512-854-4659

Elected/Appointed Official or Department Head: Cynthia McDonald

Commissioners Court Sponsor(s): Commissioner Howard, Precinct Three

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request:

Staff Recommendations:

N/A

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Cynthia C. McDonald	County Executive	TNR	(512) 854-9418
Tanner Voelkel	Assistant Director, Administration & Planning	TNR	(512) 854-7675

copy:

Chris Gilmore	Assistant County Attorney, TCAO	TCAO	(512) 854-
Mike Martino	Right-of-Way / Real Estate Agent	TNR	9455
Robert Valenzuelz	Public Works Director	TNR	(512) 854-
Chiang Lee	Engineer Sr.	TNR	7646
			(512) 854-
			7672

(512) 854- 7585

Attachments:

None



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Receive briefing and take appropriate action regarding the sale of approximately 7.8982 acres of land designated as excess, unused right of way owned by Travis County to support former alignments of Hergotz Lane and Edwin Lane located in Precinct 4.^{1&2} (Judge Brown)

Prepared By/Phone Number: Christopher Gilmore, Attorney VII, 512-854-9455

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, August 4, 2026

AGENDA LANGUAGE: Receive legal briefing and take appropriate action regarding White Rocks Entertainment LLC's Texas land application permit application with Texas Commission on Environmental Quality

(This item may be taken into Executive Session under the Consultation with Attorney exception, Texas Government Code §551.071)

Prepared By: Cynthia C. McDonald, County Executive, TNR **Phone #:** (512) 854-9383

Department Head: Cynthia C. McDonald, County Executive, TNR

Sponsoring Court Member: Commissioner Ann Howard

Press Inquiries: Hector Nieto, PIO@traviscountytx.gov or (512) 854-8740

BACKGROUND/SUMMARY OF REQUEST:

N/A

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

N/A

REQUIRED AUTHORIZATIONS:

N/A

CC:

Sydnia Crosbie	Chief Deputy	TNR	(512) 854-7682
Emily Ackland	NREQ Division Director	TNR	(512) 854-7212
Julie Joe	Assistant County Attorney	TCAO	(512) 854-9513



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: Tuesday, August 4, 2026

Agenda Language:

Raising Travis County Town Hall

At the following location, date and time:

North Austin YMCA

1000 W Rundberg Ln, Austin, TX 78758

Saturday, August 8, 2026

10:00 AM-12:00 PM

Prepared By/Phone Number: Leo Carneiro, Agenda Coordinator, 512-854-9229

Elected/Appointed Official or Department Head:

Commissioners Court Sponsor(s):

Press Inquiries:

Background/Summary of Request:

Staff Recommendations:

Issues and Opportunities:

Fiscal Impact and Source of Funding:

Required Authorizations:

Attachments:

None